



US Army Corps  
of Engineers  
Baltimore District

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# **SOLICITATION FOR**

## **TASK ORDER CONSTRUCTION CONTRACT (TOCC)**

**SOLICITATION NO. DACW31-01-R-XXXX**

**DATE XX-JUL-20XX**

**SUBMITTAL OF BIDS: BIDS ARE TO BE SUBMITTED IN DUPLICATE. BIDDERS ARE TO  
SUBMIT THE FOLLOWING:**

- (1) SECTION 00010 – STANDARD FORM 1442**
- (2) SECTION 00010 – BID SCHEDULE**
- (3) SECTION 00600 – REPRESENTATIONS AND CERTIFICATIONS**
- (4) SF LLL – DISCLOSURE OF LOBBYING ACTIVITIES**

|   |   |  |                               |                           |
|---|---|--|-------------------------------|---------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO.<br>DACW31-01-R-XXXX | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>XX-Jul-20XX | PAGE OF PAGES<br>1 OF 114 |
|---|---|--|-------------------------------|---------------------------|

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

|                 |  |                |
|-----------------|--|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO.<br>TOCC (L8L2KC) | 6. PROJECT NO. |
|-----------------|--|----------------|

|  |              |  |                 |
|--|--------------|--|-----------------|
| 7. ISSUED BY<br>CONTRACTING DIVISION<br>PO BOX 1715<br>BALTIMORE MD 21203-1715<br><br>TEL: 410-962-5638      FAX: 410-962-0933 | CODE<br>CW31 | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i><br>CONTR DIV OPERATIONS BR<br>PO BOX 1715<br>BALTIMORE MD 21203-1715<br><br>TEL:      FAX: | CODE<br>E1P0500 |
|--|--------------|--|-----------------|

|                          |                            |  |
|--------------------------|----------------------------|--|
| 9. FOR INFORMATION CALL: | A. NAME<br>WILLIAM C RYALS | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i><br>410-962-3495 |
|--------------------------|----------------------------|--|

**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

THIS IS AN INDEFINITE DELIVERY-TYPE FIRM-FIXED PRICE TASK ORDER CONSTRUCTION CONTRACT (TOCC). THE CONTRACT SHALL INCLUDE BUT IS NOT LIMITED TO: A BROAD VARIETY OF MINOR REPAIR, MODIFICATION, REHABILITATION, ALTERATIONS AND NEW CONSTRUCTION PROJECTS.  
ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE TERMS OF THE CONTRACT.  
TASK ORDERS ARE TO BE PLACED AGAINST THIS CONTRACT ON AN AS-NEEDED BASIS.

THIS IS A NEGOTIATED PROCUREMENT. THERE WILL BE NO FORMAL BID OPENING.

THE GUARANTEED MINIMUM DOLLAR AMOUNT IS \$200,000.00  
MAXIMUM TASK ORDER AMOUNT: \$2,000,000.00  
MINIMUM TASK ORDER AMOUNT: \$5,000.00

THIS IS AN 8(A) SET-ASIDE PROCUREMENT. THIS CONTRACT INCLUDES A BASE YEAR AND TWO (2) OPTION YEARS.

|   |  |
|---|--|
| 11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving<br><input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input checked="" type="checkbox"/> negotiable. <i>(See 1st Task Order _____ .)</i> |  |
|---|--|

|  |                          |
|--|--------------------------|
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i><br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS<br>10 |
|--|--------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and   2   copies to perform the work required are due at the place specified in Item 8 by   14:00:00   *(hour)* local time   7/13/XX   *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than   60   calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

| <b>SOLICITATION, OFFER, AND AWARD (Continued)</b><br><i>(Construction, Alteration, or Repair)</i>  |  |                                       |           |             |   |  |  |  |                 |  |      |  |
|--|--|---------------------------------------|-----------|-------------|---|--|--|--|-----------------|--|------|--|
| <b>OFFER (Must be fully completed by offeror)</b>  |  |                                       |           |             |   |  |  |  |                 |  |      |  |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>  |  |                                       |           |             | 15. TELEPHONE NO. <i>(Include area code)</i>  |  |  |  |                 |  |      |  |
| CODE                      FACILITY CODE  |  |                                       |           |             | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i><br><br><b>See Item 14</b>  |  |  |  |                 |  |      |  |
|  |  |                                       |           |             | 17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i> |  |  |  |                 |  |      |  |
| AMOUNTS                      SEE SCHEDULE OF PRICES  |  |                                       |           |             | 18. The offeror agrees to furnish any required performance and payment bonds.   |  |  |  |                 |  |      |  |
| <b>19. ACKNOWLEDGMENT OF AMENDMENTS</b><br><i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>   |  |                                       |           |             |   |  |  |  |                 |  |      |  |
| AMENDMENT NO.  |  |                                       |           |             |   |  |  |  |                 |  |      |  |
| DATE   |  |                                       |           |             |   |  |  |  |                 |  |      |  |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN<br>OFFER <i>(Type or print)</i>   |  |                                       |           |             | 20B. SIGNATURE  |  |  |  | 20C. OFFER DATE |  |      |  |
| <b>AWARD (To be completed by Government)</b>   |  |                                       |           |             |   |  |  |  |                 |  |      |  |
| 21. ITEMS ACCEPTED:<br><div style="font-size: 24pt; font-weight: bold; margin-top: 10px;">SEE SCHEDULE</div>   |  |                                       |           |             |   |  |  |  |                 |  |      |  |
| 22. AMOUNT   |  | 23. ACCOUNTING AND APPROPRIATION DATA |           |             |   |  |  |  |                 |  |      |  |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN<br><i>(4 copies unless otherwise specified)</i>  |  |                                       |           | <b>ITEM</b> | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO<br><input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)  |  |  |  |                 |  |      |  |
| 26. ADMINISTERED BY  |  |                                       | CODE      |             | 27. PAYMENT WILL BE MADE BY   |  |  |  |                 |  | CODE |  |
|  |  |                                       |           |             |   |  |  |  |                 |  |      |  |
| CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE  |  |                                       |           |             |   |  |  |  |                 |  |      |  |
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. |  |                                       |           |             | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i><br><br>Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.  |  |  |  |                 |  |      |  |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>  |  |                                       |           |             | 31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>   |  |  |  |                 |  |      |  |
| 30B. SIGNATURE   |  |                                       | 30C. DATE |             | 31B. UNITED STATES OF AMERICA<br>BY   |  |  |  | 31C. AWARD DATE |  |      |  |
|  |  |                                       |           |             |   |  |  |  |                 |  |      |  |

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## BID SCHEDULE

### 8(a) INDEFINITE QUANTITY TASK ORDER CONSTRUCTION CONTRACT (TOCC) DACW31-01-R-XXXX

| ITEM | DESCRIPTION               |      |
|------|---------------------------|------|
|      |                           |      |
| 0001 | R.S. MEANS COEFFICIENT    | 1.00 |
|      |                           |      |
| 0002 | NON-PREPRICED COEFFICIENT | 1.10 |
|      |                           |      |

## SECTION B

### SUPPLIES AND/OR SERVICES AND PRICES/COSTS

#### B.1 SUPPLIES/SERVICES TO BE FURNISHED:

The contractor shall provide all management, supervision, labor, materials, tools and equipment necessary for the performance of Minor Construction, Modification, Rehabilitation, Alterations and New Construction for XX, in accordance with the Scope of Work in the base contract.

The services to be provided shall be priced in accordance with the most recent Means Facility Cost Data publication, and the coefficient pricing factor. The coefficient factor must contain corporate overhead, base fee, profit, bond premiums, insurance and all contingencies in connection with the work to be performed. The coefficient factor proposed by the contractor will be applied to the total of the unit costs to establish the price of each task order.

#### B.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be three (3) years from the date of contract award. Task orders may be issued under this contract during the entire performance period. Expiration of the performance period during which orders may be issued shall not affect any order placed prior to the expiration of such period. Terms of the contract shall remain in full force and effect in their application to such orders.

#### B.3 PLACE OF PERFORMANCE

The effort required under this contract will be performed predominately at XX. However, this contract can be used for the entire Baltimore-Washington D.C. Metropolitan Region.

#### B.4 TASK ORDER PROPOSALS:

a. Upon notice from the contracting officer or authorized representative of a requirement, the contractor shall submit a price proposal to the Government for each potential task order. The proposal submitted by the Contractor should be a detailed proposal utilizing Pulsar Software comprised of a breakdown of labor,

material and equipment quantities and costs. This breakdown shall also be required for the subcontractors. The basis for the Contractor's proposal shall be the prices published by the R.S. Means Company, Inc., as contained in the unit price section of the book entitled "Means Facility Cost Data", herein after referred to as Means. This book is available from the following source:

R.S. MEANS COMPANY  
100 CONSTRUCTION PLAZA  
P.O. BOX 800  
KINGSTON, MA. 02364-0800  
1-800-448-8182

b. The following items listed in the Means unit price sections shall be included in the coefficient factor and not priced separately in task orders.

(1) Division 1

| DIVISION | SUBDIVISION | DESCRIPTION                      |
|----------|-------------|----------------------------------|
| 1        | 01107       | Professional Consultants         |
|          | 01250       | Contract Modification Procedures |
|          | 01255       | Cost Indexes                     |
|          | 01290       | Payment Procedures               |
|          | 01310       | Project Management/Coordination  |
|          | 01320       | Construction Progress Documents  |
|          | 01321       | Construction Photos              |
|          | 01450       | Quality Control                  |
|          | 01510       | Temporary Utilities              |
|          | 01520       | Construction Facilities          |
|          | 01530       | Temporary Construction           |
|          | 01540       | Construction Aids                |
|          | 01550       | Vehicular Access & Parking       |
|          | 01560       | Barriers & Enclosures            |
|          | 01590       | Equipment Rental                 |
|          | 01740       | Cleaning                         |
|          | 01810       | Commissioning                    |
|          | 01830       | Operation & Maintenance          |
|          | 01832       | Facilities Maintenance           |
|          | 01840       | Commissioning                    |

(2) All Tax and Handling Fees

(3) Means City Cost Factor

As noted previously, all items in Division 1 of the Means unit price book shall be included in the coefficient factor and not priced separately in each task order issued under this Contract. The following provides a breakdown of some of the key items identified in Division 1.

| DIVISION | SUBDIVISION | CLASSIFICATION | LINE NUMBER | DESCRIPTION                |
|----------|-------------|----------------|-------------|----------------------------|
| 1        | 01107       | 100            |             | Architectural Fees *       |
|          |             | 200            |             | Construction Mgmt Fee      |
|          |             | 300            |             | Engineering Fees           |
|          |             | 700            |             | Surveying                  |
|          | 01250       | 200            |             | Contingencies              |
|          |             | 400            |             | Factors                    |
|          |             | 500            |             | Job Conditions             |
|          |             | 600            |             | Overtime                   |
|          | 01255       |                |             | Cost Indexes               |
|          | 01290       | 800            | 0010        | Taxes                      |
|          |             | 800            | 0200        | Social Security            |
|          |             | 800            | 0300        | Unemployment               |
|          | 01310       | 150            | 0010        | Permits                    |
|          |             | 200            | 0010        | Performance Bond           |
|          |             | 350            | 0010        | Insurance                  |
|          | 01310       | 400            | 0010        | Main Office Expense        |
|          | 01320       |                |             | Constr. Progress Doc.      |
|          | 01321       |                |             | Construction Photos        |
|          | 01450       |                |             | Quality Control            |
|          | 01510       |                |             | Temporary Utilities        |
|          | 01520       |                |             | Construction Facilities    |
|          | 01530       |                |             | Temporary Construction     |
|          | 01540       | 700            | 0010        | Safety Nets                |
|          | 01540       | 750            | 0010        | Scaffolding                |
|          | 01540       | 760            | 0010        | Staging Aids               |
|          | 01550       |                |             | Vehicular Access & Parking |
|          | 01560       |                |             | Barriers & Enclosures      |
|          | 01590       |                |             | Equipment Rental           |
|          | 01740       |                |             | Cleaning                   |
|          | 01810       |                |             | Commissioning              |
|          | 01830       |                |             | Operation & Maintenance    |
|          | 01832       |                |             | Facilities Maintenance     |
|          | 01840       |                |             | Moving Equipment           |

\*Incidental AE Fee (i.e. less than 5% of the total value of the order) are to be part of the coefficient. When a design build task order is requested, the AE fee shall not be covered in the coefficient and will be negotiated.

c. Unit cost items used from Means shall comply with the requirement of Attachment 1 “Technical Specifications for Minor Construction, Modification, Alterations and Rehabilitation”. Pricing methods and procedures in the reference section of the Means Book shall be applied to application unit prices in the Unit Price Section.

d. Government items to be installed by the contractor shall utilize the loaded cost for labor and equipment, with no additional material cost.

e. Preparation of proposals by the contractor shall not constitute an obligation by the Government to issue a task order for performance, nor is the request for proposal to be construed as the contractor’s authority to commence



construction activity. When a bid-ability review is requested a separate task order will be negotiated and awarded prior to beginning work.

**B.4.1 NEGOTIATED DESIGN COSTS:** Negotiated Design costs shall be based on proposed Professional labor and overheads rates that will be negotiated on each order as a separate element from the construction portion of the task order. Management fees will be negotiated on a task order by task order basis based on USACE guideline for AE contracts. Design costs are not defined as either “pre-priced” or “non pre-priced”. Coefficient pricing is not applicable.

#### **B.4.2 CONSTRUCTION TASK ORDER – GENERAL**

After a site visit with the Government, the contractor shall assist the Government with the development of the scope of work based on an existing design and/or a statement of need. This price will be based on “pre-priced” and “non pre-priced” work items. The contractor’s pre-task order scoping effort shall be considered a cost of doing business and shall not be paid for under any post task award line item. This effort shall not exceed;

\$25,000 to \$50,000 Task Order value = 2 man days of professional labor

\$50,000 to \$200,000 Task Order value = 4 man days of professional labor

\$200,000 to \$500,000 Task Order value = 5 man days of professional labor

\$500,000 to \$1,500,000 Task Order value = 11 man days of professional labor

\$1,500,000 to \$3,000,000 Task Order value = 15 man days of professional labor

The scope of work will be priced using both pre- priced and none pre- priced work units approach as applicable. The task order will be firm-fixed priced.

#### **B.4.3 DESIGN/BUILD TASK ORDER – GENERAL**

The contractor and the government shall jointly develop a task order scope of work which will be used establish sufficient clarity to generate a fixed priced design tasking and a Not to Exceed construction budget estimate using a mutually acceptable parametric estimating approach. This pre task order award effort shall not exceed:

\$25,000 to \$50,000 Task Order value = 2 man days of professional labor

\$50,000 to \$200,000 task order value = 5 man days of professional labor

\$200,000 to \$2,000,000 task order value = 8 man days of professional labor

A two-part task order will be awarded. (1) Part one will be the a negotiated fixed priced design and (2) Part two will be an option for construction services which can not exceed the “Not to exceed” budget.

B.4.4 After award of the task order the contractor and government will further refine the scope of work in sufficient detail to allow pricing using the pre-priced /non pre-priced costing methodologies defined in the contract. The design will be reviewed at multiple stages of development as defined in the task order design scope of work. Intermediate cost projections and final construction price shall not exceed the established budget. Should the designer’s efforts, through no fault of government, result in exceeding the construction budget, the Government reserves the right to have the contractor, at his own expense, revise (i.e. de-scope) the design to assure the product can be constructed within the budget. However, the government shall not direct the contractor to construct a product that’s price (as established under terms of this contract) exceeds the NTE budget.

## B.5 ORDERING PROCEDURES

a. As the need exists for performance under the terms of this contract, the Contracting Officer or authorized representative shall notify the Contractor of an existing requirement.

b. Upon receipt of this notification, the Contractor shall respond to the needs of the Government by:

- (1) visiting the proposed work site in the company of the Contracting Officer’s Technical Representative or authorized representative, or
- (2) establishing verbal contact with the Contracting Officer's Representative or authorized representative to further define the scope of the requirement.

c. With the establishment of the scope of work of the individual equipment, the Contracting officer, or authorized representative, shall issue a Request for Proposal for the individual task order. Upon receipt of the Request for Proposal, the contractor shall then submit a proposal (along with narrative to document the site investigation) for accomplishment of the task order, utilizing Pulsar software or equivalent & submit in both paper & electronic medium.

- (1) “Means Facility Cost Data”, Unit price section, shall serve as the basis for establishing value of the work to be performed. The current Means shall be used until updated.
- (2) Non-pre-priced work to be included in an individual requirement must be proposed by the Contractor using an acceptable proposal format to be agreed on between the Government and the Contractor at that time. Any non-pre-priced items exceeding \$2,500.00 must be supported by more than three quotations from suppliers/installers.
- (3) Upon receipt of a Request for Proposal for an individual task order, the contractor shall have the following time schedule for submittal of a proposal, based on the estimated value of the task order.

| <u>Estimated Value of task order</u> | <u>Schedule</u>                      |
|--------------------------------------|--------------------------------------|
| Under \$50,000                       | 2 working days                       |
| \$50,001 to \$100,000                | 5 working days                       |
| \$100,001 to \$500,000               | 9 working days                       |
| over \$500,000                       | to be negotiated on individual basis |

- (4) The contractor shall notify the government within two working days of receipt of a Request for Proposal for an individual task order if the contractor cannot meet the above schedule and the reason(s) why. The contractor shall also propose an alternate schedule, subject to the approval by the Government. The government reserves the right to unilaterally deny any extension.
  - (5) The contractor shall be prepared to transmit proposals electronically, by means of computer disk or network connection, when so directed by the Government. The software used to prepare such electronic submissions shall be provided by the Contractor and shall be Pulsar or its equivalent. Electronic transmissions shall be readable/writable using Microsoft Office 98.
  - (6) The contractor shall use the Government work/task order number to identify all proposals, submittals, and other documents submitted to the Government.
- d. Upon receipt of the Contractor’s proposal, the Government shall review the proposal for completeness, accuracy, and reasonableness. The government may accept the proposal as stated or negotiate any aspect of that proposal.

The Government shall negotiate with the Contractor all non-prepriced items and any exceptions of the performance period required by the delivery schedule.

- e. Task orders will then be issued by the Contracting officer. Each task order shall include the following information:
  - (1) Date of the task order
  - (2) Contract number and task order number
  - (3) Item number and description, quantity and unit prices for pre-priced and non pre-priced item and total task order price
  - (4) Commencement and task order performance data
  - (5) Accounting and appropriation data
  - (6) Any other pertinent data.
- f. Upon receipt of a task order, the Contractor shall:
  - (1) Incorporate the task order into the progress schedule/report (Technical Specification 01300). The contractor will use the task order number for internal control. All proposals, schedules, vouchers, correspondence, etc., must have the Government task order number included as it is the Government's tracking mechanism.
  - (2) Notify the Contracting Officer's Technical Representative or authorized representative, of the building(s) or other facility where the work is to be performed, three (3) working days prior to the actual commencement of work as so noted in the task order.

## B.6 PERFORMANCE OF TASK ORDERS

In performance of work under this contract, the contractor shall

- a. Provide the Contracting Officer's Technical Representative or authorized representative with a work schedule, listing the task order to be performed the following day and the trades involved by 2:00 PM each work day. The assigned Government inspector and/or the inspection section chief shall be notified immediately if revisions of the schedule are necessary during the work day.
- b. Arrange with the Contracting Officer's Technical Representative or authorized representative a sequence of procedure, means of access, space for storage of materials and equipment, use of approaches, corridors, and

stairways. Since space for storage is listed in work areas, the majority of storage must be outside or at the Contractor's assigned area. Only materials to be used for work under this contract may be stored at the assigned area.

- c. The buildings and work areas may be occupied during performance of work under this contract. The contractor shall take particular care in the execution of the work in all computer, mechanical, electrical and telephone equipment areas. Uninterrupted operations must be maintained in these areas.

## B.7 EMERGENCY ORDERING PROCEDURES

- a. On occasions when the development of problems during other than normal duty hours arise which jeopardize the operation of the XXXXXXXXXXXXXXXX or the place of performance within the Baltimore-Washington D.C. Metropolitan Region, the contractor will be required to response to the needs of the Government within two (2) hours following telephonic notification and fax backup, which may be made at any time in any twenty-four hour period. To accomplish this, the contractor will provide to the contracting officer, a number at which he can be reached on a twenty-four hour basis.
- b. The contractor shall, within four (4) hours (unless the contracting officer determined that additional time is required) following such notification, provide a proposal. The time of commencement and completion shall be as specified by the government.
- c. The proposal will be reviewed for completeness and any non pre-priced items negotiated.
- d. The contractor will be verbally advised to process the proposal by the Contracting Officer or his authorized representative.
- e. A delivery order will then be issued.

## B.8 GOVERNMENT FURNISHED EQUIPMENT/MATERIALS

The contractor, with his own forces, shall transport all Government furnished equipment/materials described on the task order. The equipment/materials will be

transported from the Government storage area to the work site indicated on the delivery order.

The contractor assumes the risk and responsibility for the loss or damage to Government furnished property.

The contractor shall follow the instructions of the Contracting Officer's Representative regarding the disposition of all government-furnished property not consumed in performance of a delivery order.

## B.9 ADDITIONAL ITEMS OF WORK

Items of work not covered by this contract but within its scope and general intent may be negotiated by the Contracting Officer and added to the contract by modification any time during the contract period.

The contractor's proposed price for additional items required shall be broken out by labor, material and equipment costs. Application of the coefficient factor for these items shall be the same.

## B.10 DELIVERY SCHEDULE

a. The time for completion of the work shall be in accordance with the following schedule.

| Amount of task order | Schedule   |
|----------------------|--|
| \$5,001 to \$10,000  | 15 working days                                  |
| \$10,001 to \$15,000 | 25 working days                                  |
| \$15,001 to \$25,000 | 30 working days                                  |
| \$25,001 and over    | negotiated on an individual basis,<br>with price |

b. The contracting officer or an authorized representative may negotiate a time for completion different from the above, if both parties agree.

c. Delivery schedules include time for all activities from date of issuance of the task order, including ordering materials and time required for final clean-up, inspection, acceptance and close out of the task order.

## B.11 NOTICE OF COMPLETION OF TASK ORDERS

The contractor shall notify the Contracting Officer's Technical Representative, in writing, upon completion of each individual task order. The Contractor shall give advance notice of the date work will be fully completed and ready for final inspection. See Data Item Descriptions No. 21 for additional information regarding completion of a task.

## B.12 SCHEDULING WORK

Before any of the work under an individual task order will begin, the contractor shall confer with the Contracting Officer's Technical Representative and agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches, use of corridors; stairways; elevators; and similar means of communications and the location of partitions, eating spaces, and restrooms for the Contractor's employees and the like.

Furniture & equipment in the immediate area will be moved by the contractor and replaced to original position. If the work required by the work order will not allow furniture and portable office equipment to be replaced to its original location, new locations will be designated by the COR for replacement by the contractor.

Delivery of materials and equipment shall be made with a minimum of interference to the XXXXXXXXXXXXXXXXXXXXXXXX or the place of performance within the Baltimore-Washington D.C. Metropolitan Region.

The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections, or divisions is begun.

When requested by the COR, the contractor shall provide a complete Critical Path Method (CPM) schedule of the work at least 5 days prior to the start of work. This schedule shall include a description of each phase of the work and its starting and completion dates. The Critical Path Method (CPM) schedule shall be updated as necessary.

## B.13 RECORD DRAWINGS

During the progress of the job, the contractor shall keep a careful record at jobsite of all changes and corrections for the layouts shown on the drawings, if applicable.

The contractor shall enter such changes and corrections on contact or record drawings promptly. The record drawing shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility items. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including change in direction. Valve, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a referenced point. The average depth below the surface of each run shall be recorded. At the time of beneficial occupancy of each structure or facility involved under the contract, the contractor shall submit to the Contracting Officer as-built prints and electronic files showing the aforementioned data. If the contractor fails to maintain the record drawings as required herein, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question, thereby requiring the retainage of 10% of any progress payments to be made until such drawings are made current. Additionally, the estimate cost of maintaining the record drawing will be deducted from any such progress payment. If the Government provides initial drawings on paper, then paper as-builts may be submitted. If the Government provides initial drawings on CADD, then the as-builts shall be provided in the CADD format that is compatible with the installation.

#### **B.14 CONSTRUCTION SITE MAINTENANCE**

Store all supplies and equipment on project site so as to preclude mechanical and climatic damage. Maintain site in a neat and orderly manner.

#### **B.15 NOISE CONTROL**

Comply with all applicable federal, state and local laws, ordinances, and regulations relative to noise control.

#### **B.16 EQUIPMENT ON THE SITE.**

Cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. Store equipment that is removed in performance of work when directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced to its original condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the contractor.



## B.17 TRUCKING

Load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulin over the load before they enter surrounding streets. Comply with all regulations when handling hazardous materials.

## B.18 MATERIALS DELIVERY & HANDLING

The contractor shall provide the means, manpower and equipment to accept and unload all materials delivery to the XXXXXXXXXXXXXXXXXXXX or the place of performance within the Baltimore-Washington D.C. Metropolitan Region for work under this contract. The government will not accept deliveries, nor will government equipment and manpower be used for material handling.

## B.19 TOILET FACILITIES

The contractor will be required to provide and maintain temporary toilet facilities for contractor's personnel at no expense to the Government.

## B.20 ELEVATORS

Any temporary use of an existing elevator shall be by arrangement and subject to the control of the Government. Such use will be of an intermittent nature. The contractor shall provide and maintain suitable and adequate protective covering for the elevator machinery, the hatchway entrance, and the interior of elevator during the period of temporary use. Loads in excess of the rated capability of the elevator will not be permitted.

The government will bear the cost of electrical current for the operation of the elevator. On completion of the work, the contractor shall remove the protective coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it.

## B.21 SAFETY AND HEALTH

a. Applicable Publications. The publications listed below will form a part of any resulting contract to the extent referenced. The publications are referred to in the text by basic designation only.

- (1) Code of Federal Regulation (CFR)
  - (2) OSHA General Industry Safety and health Standards (29 CFR 1910) Publication V2206; OSHA Construction Industry Standards (29 CFR 1926. One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1920 and 1926 as they relate to construction safety and health. It is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
  - (3) National Emission standards for hazardous Air Pollutants 940 CFR, PART 61).
  - (4) Federal Standard (Fed. Std.)
  - (5) 313A Material Safety Data Sheets, Preparation and the submission of Safety & health Requirements Manual, EM 385-1-1
  - (6) Use of Asbestos containing Material, ETL 110-1-118.
  - (7) Environmental Protection, 40 Code of Federal Regulations and Title Washington, D.C. code.
  - (8) Policy & guidelines for Asbestos Management, DA Circular 40-834
  - (9) The US Army, Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)
- b. Work covered by this section: this section is applicable to all work covered by this contract.
- (1) Definition of Hazardous materials: Refer to hazardous and toxic materials/substances included in the Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyl (PCBS), explosives and radioactive material, but may include others. The most likely products to contain asbestos are sprayed on fireproofing, insulation, boiler lagging, and pipe covering.
  - (2) Asbestos

- a. The contractor is warned that exposure to airborne asbestos has been associated with four diseases. Lung cancer, certain gastrointestinal cancers, pleural or peritoneal mesothelioma and asbestosis. Studies indicate there are significant increased health danger to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.
- b. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routing handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abating, sanding, drilling, cutting machining, removal, demolition or other similar activities.
- c. Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The occupational safety and health Administration (OSHA) has set standards at 29 CFR 1910.1001 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. 29 CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.
- d. Friable asbestos containing materials are not permitted by the current criteria and shall not be used in new construction or modification projects (ETI 1110-1-118, 27 May 1983) Plan and specifications for all new construction and modification projects will be reviewed to insure that the use of friable asbestos-containing materials is not called for.

- e. Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or non-friable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection industrial hygiene, and environmental protection requirements of OSHA (29 cfr 1910.1001 and 1926.58) EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

## B.22 WEATHER OCCASIONED WORK DELAYS

In ascertaining facts and extent of delay due to unusually severe weather under FAR Clause 52.249.10, Default (Fixed price construction, April 1984) the average weather conditions as determined from data regarding weather conditions at the closest jurisdictional airport to the work site will be used. For the purpose of this contract, the date contained in the “Climatological data in Annual summary” published by the U.S. Weather Bureau will be used. In adjudicating claims, the averages for the past 5-year period will be used.

SECTION 00100 Bidding Schedule/Instructions to Bidders

52.0204-0006 Contractor Identification Number - Data Universal Numbering System (DUNS)  
52.0222-0023 Notice of Req. Affirmative Action to EEO

52.0204-4008 EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeree is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or nonresponsive bid.

End of Clause

(CENAB-OC APR 1984)  
(FAR 4.102)  
(52.0204-4008)

52.0215-4060 DISCUSSIONS

Any oral or written communication between the Government and an offeror, (Other than communications conducted for the purpose of minor clarification) whether or not initiated by the Government, that (a) involves information essential for determining the acceptability of a proposal, or (b) provides the offeror an opportunity to revise or modify its proposal will be considered discussions. Such inquiries and resulting clarification, furnished by the offeror, shall be considered part of its proposal.

End of Clause

(CENAB-CT FEB 93)  
(FAR 15.601)  
(52.0215-4060)

52.228-15 PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION (JUL 2000)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

#### 52.0233-4041 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(For hand delivered protests) -  
U.S. Army Engineer District, Baltimore  
ATTN: District Counsel/CENAB-OC  
Room 6420, City Crescent Building  
10 South Howard Street  
Baltimore, Maryland 21201

(For mailed protests) -  
U.S. Army Engineer District, Baltimore  
ATTN: CENAB-OC  
P.O. Box 1715  
Baltimore, Maryland 21203-1715

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

End of Clause

(CENAB-CT APR 97)  
(FAR 52. 233-0002)  
(52. 233-4041)

52.0236-4011 PREAWARD SAFETY CONFERENCE

Where an apparent low bidder, in performance of contracts during the previous three year period incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding his compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reasons for their occurrence, and measures which will be taken to preclude any recurrence thereof.

Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in the pre award survey, in determining the bidder's responsibility.

The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 36.513)  
(52.0236-4011)

52.0236-4013 SAFETY REQUIREMENTS

The contractor is advised that he shall be expected to comply with the OSHA Standards as well as the most recent Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). EM 385-1-1 with applicable addenda and the OSHA Standards are hereby incorporated by reference, as if fully set forth.

End of Clause

(CENAB-CT NOV 1996)  
(FAR 36.513)  
(52.0236-4013)

## **Section C**

### **SCOPE OF WORK**

C.1 Purpose. The scope of this contract encompasses a broad variety of minor repair, modification, rehabilitation, alterations and new construction projects in support of XXXXXXXXXXXXXXXXXXXXXXXXXX and for the entire Baltimore-Washington D.C. Metropolitan Region.

C.2 General requirements. The work required extends beyond a single construction effort, in that it involves the planning, scheduling, coordinating and procuring of management, labor and materials for a fluctuating flow of unrelated task orders. The Corps of Engineers mission to provide engineering, planning and construction services for infrastructure missions is often time critical and of a highly visible nature. Therefore, the contractor will be required to respond rapidly to Government requirements with top quality craftsmanship, without compromising safety standards, current mission requirements and readiness. It is imperative that the contractor provides a flexible and multi-disciplined high-quality workforce. The work requirements described in the scope of work do not necessarily represent all of the work of this nature that is accomplished for the Corps of Engineers. THIS IS NOT A REQUIREMENTS CONTRACT OR JOB ORDER CONTRACT. THIS IS A TASK ORDER CONSTRUCTION CONTRACT (TOCC).

C.3 TASK ORDER SCOPE OF WORK: Task Order requirements range from simple performance narrative to a complex fully designed product. The task order total cost is established by the aggregation of construction line items based on information known and/or extrapolated prior to the execution of work. Once, the price is established, the estimated nature and number of unit line items (for the pre-priced components ) and the itemized non pre- priced work are relevant only to the extent that they aid in clarifying the overall intent of the task order.

C.3.1 DESIGN ERRORS AND OMMISIONS: Except as qualified herein, it is the intent of the Government to reimburse the contractor for his additional construction costs resulting from “design errors and omissions” that are the result of the Contractor’s scooping/design effort.



C.3.1.1 Limits on the Government's responsibility to reimburse the Contractor are addressed with regard to:

- The nature of the task order - i.e. "performance" or "prescriptive" requirements
- Incurred cost thresholds - i.e. Impact threshold defined in absolute and % terms

C.3.2. PERFORMANCE REQUIREMENTS: The following criteria will be used to determine the efficacy of the Government reimbursing the Contractor for additional work required to "cure" his design errors and omissions. The following "test" shall be used:

"Is the required additional work within the **clear intent** of the task order scope as defined by its:

- Scope Narrative
- "Cartoons" or sketches ( as applicable)
- Specifications, equipment list, brand name identifications etc."

If, after examination of the above documentation, there remains a question as to the task order's **clear intent**, qualitative and quantitative information contained within the contractor's approved proposal estimate may be considered.

C.3.3 PRESCRIPTIVE REQUIREMENTS: The following criteria will be used to determine the efficacy of the Government reimbursing the Contractor for additional work required to "cure" his design errors and omissions. The following "test" shall be used:

"Is the required additional construction work within the task order scope as defined by its:

- Specifications
- Drawings and/or sketches
- Equipment lists, brand names, etc.

If, after examination of the above documentation, there remains a question as to the task order's scope, qualitative and quantitative information contained within the contractor's approved proposal estimate may be considered.

#### C.3.4 GOVERNMENT RESPONSIBILITY - (Limits/Cost Thresholds)

The extent to which the Government will reimburse the contractor for his additional work required to “cure” his design errors and omissions are as follows:

- The Government is not responsible to reimburse the contractor for re – design cost resulting from his design errors and omissions
- The Government is not responsible for additional “rip out and replacement” cost that are the result of the contractor’s design error and omissions.
- Errors in the Contractors quantity “take off” used to establish his task order cost shall not considered design error and omissions and are not compensable.
- The Government is not responsible for additional design error and omission costs that are less then 10 % of the total task order value or \$10,000, which ever is greater.

C.3.5 Compensatable design and omission costs will be derived using the contract’s prescribed task order costing approach. The coefficient values will be the same as used in the original task order.

C.3.6 Contractors notification of design error prior to award of the task order construction option will not impact the performance evaluation for the specific task order.

C.4 Corps of Engineers Liaison: The nature of this support area where specific work is progressively identified requires a strong and effective liaison with the Corps of Engineers and XXXXXXXXXXXXX staff. The Contractor’s management/supervision will interface with the Government through the Contracting Officer, and more specifically on a day to day basis through the Contracting officer’s Technical Representative. The work authorization, scheduling with an on-going operation, availability of government equipment, and review of completed orders are areas illustrative of the need for close liaison. Only the formally designated government, point of contact (as designated by the Contracting Officer) will direct or otherwise control the construction effort under this contract.

C.5 Contractor’s management and supervision. Contractor effort will extend beyond conventional, single job construction efforts in that the contractor must plan, schedule, coordinate, manage, anticipate and execute a flow of independent orders with a wide variety of craft skill levels. The contractor

must be capable of adjusting to a wide variation in the craft mix without significantly impacting on-going work. The contractor is expected to select quality subcontractors necessary to perform elements of work, for which there is insufficient “in-house” capability and effectively manage those subcontractors to insure that the Government is provided with a “seamless” level of effort on each task order. Since the contractor’s management has the direct interface with the Government, it is essential that personnel at this level maintain an overall and effective insight into all facets of the activity, including operations, to insure that the contractor can respond promptly to new or changed conditions with a minimum of disturbance to the Government. One of the major objectives of this contract is to obtain a construction contractor that is highly qualified with an expert staff of experienced construction professionals. To this end the contractor is expected to bring forth any comments or questions that it may have about the task order scopes before task order award. While the contractor may request information after task award, such requests will have a negative impact on the performance rating of the contractor. The contractor may be tasked to perform bid-ability and constructability reviews on construction projects (working directly with a design firm that has a separate contract or a subcontracted design firm) in the mission area. The objective is to break down the barriers between design professionals and construction professionals and avoid blame assignment during construction. Such reviews do not guarantee the award of a task order.

C.6 Work categories: The nature of work is one of minor construction, modification and rehabilitation of existing facilities. The work may vary from routine to complex coordination of multi projects. All task orders will clearly define the work required. This will vary from a narrative description of detailed plans and specifications, (depending on the size and complexity of the tasks) to small projects with hard sketches. For the more complex mechanical and electrical systems work, the tests required for final acceptance will be stipulated. The jobs included will require a variety of professional management, engineering and craft skills. When the task orders contain complete drawings and specifications, some of the task orders will require the contractor to develop subcontractors and his own forces into a typical general contractor team. Other task orders will only provide a narrative scope of work with defined performance objectives which will require the contractor to hire a design professional and coordinate construction trades to perform tasks of a design build nature (using both simplified design and complete design) when such task orders are issued, the contractor will become the “engineer of record” and will be required to have

a professional engineer stamp the drawings accordingly. The final category of work may require a combination of the two. Where there is a combination, the responsibility for “Engineer of Record will be negotiated and clearly stipulated in the task order. If it is not clearly specified in the task order, the Engineer of Record will be assumed to be the COR. The net objective is to provide the most responsive, low cost effort to the Government in regard to the completed life cycle infrastructure requirement. It should be noted that the term “Engineer of Record” is not a term specifically used in federal Contracting but is referring to the professional state and licensing requirement for architects and engineers which hereby become part of this contract.

C.7 Contractor provided items. As part of the basic contract, the contractor will provide the following:

- a. Three (3) complete license sets of Pulsar Software along with four (4) separate two (2) hour blocks of instruction by the manufacturer. The software will be installed by the manufacturer on the PCs designated by the Government. All of the software will not be installed at the same location. Distribution of licenses as follows: a) Architect-Engineer; b) COR/PM; and c) Field Office.
- b. Two (2) partnering sessions. The partnering sessions will be scheduled approximately 1 month after award and 1 year after contract award. The sessions will be planned for an 8 hour period at a conference room in the Baltimore Washington Area. The sessions will be for a group of 20.
- c. Two (2) MEANS estimating training sessions. Each session will be two (2) eight (8) hour days at a conference room located in the Baltimore Washington Area. Each student will be provided with a workbook, a copy of the most current MEANS Facility Construction Cost Data along with a MEANS Estimating Handbook. The training sessions will be taught by a MEANS certified instructor. The first sessions will be held within 2 months after contract award and the second session will be held one year after contract award.
- d. Web based contract management system. The contractor shall furnish spreadsheets and clearly show project status of all actions. The contractor is to submit a sample form for Government approval. After approval, it is expected that the information will be improved on a

quarterly basis to provide relevant useful information for the Government to manage the contract.

- e. The Contractor is to provide performance/payment bonds in the amount of \$1,000,000.00 in accordance with FAR 28.102-2(b). The bond(s) will be furnished to the Government within 10 calendar days after date of award.

C.8 The contractor is also responsible for providing information set forth in the Exhibit 1 of this Scope of Work, Data Item Descriptions (DIDs).

C.9 The US Army, Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and the Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 & 1926) are part of this contract. In the event of a conflict, the more stringent will take precedent.

C.10 Specifications: If specifications are not included in the task order, the basic contract specifications will apply. The basic contract specifications will be Corps of Engineers Guide Specifications, which can be obtained from the website at <http://www.hnd.usace.army.mil//techinfo/gspec.htm>.

**SCOPE OF WORK  
EXHIBIT 1**

**INDEX OF DATA ITEM DESCRIPTIONS (DIDs)**

| <b>ID<br/>NUMBER</b> | <b>TITLE</b>  |
|----------------------|---|
| <b>01</b>            | <b>COST PROPOSALS</b>   |
| <b>02</b>            | <b>SITE SAFETY AND HEALTH PLAN</b>                                |
| <b>03</b>            | <b>QUALITY CONTROL PROGRAM</b>                                    |
| <b>04</b>            | <b>SITE INVESTIGATION (SITE/VISIT) PROPOSAL</b>                   |
| <b>05</b>            | <b>SITE INVESTIGATION REPORT</b>                                  |
| <b>06</b>            | <b>FEASIBILITY STUDY/REPORT</b>                                   |
| <b>07</b>            | <b>PRE-REPAIR/RENEWAL ACTION CONFERENCE</b>                       |
| <b>08</b>            | <b>WORK SCHEDULE</b>  |
| <b>09</b>            | <b>SYSTEM/EQUIPMENT TESTING</b>                                   |
| <b>10</b>            | <b>OPERATING &amp; MAINTENANCE MANUALS</b>                        |
| <b>11</b>            | <b>TRAINING</b>   |
| <b>12</b>            | <b>EQUIPMENT &amp; CONSTRUCTION WARRANTIES</b>                    |
| <b>13</b>            | <b>LIST OF STANDARD EQUIPMENT &amp; SERVICE<br/>ORGANIZATIONS</b> |
| <b>14</b>            | <b>AS BUILT/IN-PROGRESS DRAWINGS</b>                              |
| <b>15</b>            | <b>AS BUILT/FINAL DRAWINGS</b>                                    |
| <b>16</b>            | <b>SITE SPECIFIC REPAIR/RENEWAL REPORT</b>                        |

|           |   |
|-----------|---|
| <b>17</b> | <b>MONTHLY PROGRESS REPORT</b>                                      |
| <b>18</b> | <b>TELEPHONE CONVERSATION/CORRESPONDENCE<br/>&amp; VISITOR LOG</b>  |
| <b>19</b> | <b>CERTIFICATION OF COMPUTER MEDIA &amp;<br/>ELECTRONIC DEVICES</b> |
| <b>20</b> | <b>ACCIDENT EXPOSURE DATA REPORT</b>                                |
| <b>21</b> | <b>TASK ORDER COMPLETION/CLOSE OUT</b>                              |
| <b>22</b> | <b>CONSTRUCTION SUBMITTALS</b>                                      |
| <b>23</b> | <b>SUBCONTRACTS</b>   |
| <b>24</b> | <b>MATERIAL SAFETY</b>  |
| <b>25</b> | <b>WEEKLY ELECTRONIC STATUS REPORTS</b>                             |

| DATA ITEM DESCRIPTION  |  |                                  | Form<br>Approved<br>OMB No.<br>0704-0188 |                    |
|--|--|----------------------------------|--|--------------------|
| <small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. <b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b></small> |  |                                  |  |                    |
| 1. TITLE<br>Cost Proposals   |  | 2. IDENTIFICATION NUMBER<br>0001 |  |                    |
| 3. DESCRIPTION/PURPOSE<br>To provide requirements for developing a cost proposal for each of the items of work to be accomplished by the Contractor.   |  |                                  |  |                    |
|  |  |                                  |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY<br>(OPR) | 6a. DTIC APPLICABLE<br>N/A       | 6b. GIDEP<br>APPLICABLE<br>N/A           |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br>This Data Item Description (DID) describes the details required in cost proposals for the various item of work in a task order.  |  |                                  |  |                    |
|  |  |                                  |  |                    |
| 8. APPROVAL LIMITATION   |  | 9a. APPLICABLE FORMS             |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The work schedule shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.   |  |                                  |  |                    |
| 11. DISTRIBUTION STATEMENT   |  |                                  |  |                    |



| DATA ITEM DESCRIPTION   |  |                                      | Form<br>Approved<br>OMB No.<br>0704-0188 |                 |
|---|--|--------------------------------------|--|-----------------|
| The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. <b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b>   |  |                                      |  |                 |
| 1. TITLE<br><br>SITE SAFETY AND HEALTH PLAN   |  | 2. IDENTIFICATION NUMBER<br><br>0002 |  |                 |
| 3. DESCRIPTION/PURPOSE<br><br>This plan details the tasks and activities of site safety management required to identify, evaluate and eliminate or control hazards at the work.   |  |                                      |  |                 |
|   |  |                                      |  |                 |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY<br>(OPR) | 6a. DTIC APPLICABLE                  | 6b. GIDEP APPLICABLE                     |                 |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) identifies the contract requirement for the site safety and health plan.   |  |                                      |  |                 |
| 8. APPROVAL LIMITATION  |  | 9a. APPLICABLE FORMS                 |  | 9b. AMSC NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The Site Safety and Health Plan (SSHP) shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.<br><br>The Site Safety and Health Plan (SSHP) shall be prepared in accordance with the requirements specified in this section and shall comply with all federal, state, and local health and safety requirements, e.g., The Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 and 1926) and the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). The SSHP shall address those elements which are specific to this site and has potential for negative effects on the safety and health of workers and other personnel on site. Where a specific element is not applicable, the Contractor shall make negative declaration in the plan to establish that adequate consideration was given the topic, and a brief justification for its omission shall be given. This SSHP does not cover lead-paint removal, hazardous material or environmental repair/renewal.<br><br>10.1 General. A fully trained and experienced site Safety and Health Officer (SSHO) responsible to the Contractor may be delegated to implement the on-site elements of the SSHP. The SSHP shall be a form usable by authorized U.S. Government representatives and other authorized visitors to the site during site operation.<br><br>10.2 Staff organization. Qualifications, and Responsibilities. The operational and health and safety responsibilities of each key person shall be discussed. The organizational structure, with lines of authority for safety and health and overall responsibilities of the contractor and all subcontractors shall be provided. An organizational chart showing the lines of authority for safety shall be provided. Each person assigned specific safety and health responsibilities shall be identified and his/her qualifications and experience documented by resume. |  |                                      |  |                 |
| 11. DISTRIBUTION STATEMENT  |  |                                      |  |                 |

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| 1. TITLE<br><br>QUALITY CONTROL PROGRAM   |  | 2. IDENTIFICATION NUMBER<br><br>0003 |  |                    |
| 3. DESCRIPTION/PURPOSE<br><br>Implementation and documentation of a comprehensive contract quality control program for the project.   |  |                                      |  |                    |
|   |  |                                      |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY<br>(OPR) | 6a. DTIC APPLICABLE                  | 6b. GIDEP<br>APPLICABLE                  |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) identifies the contract requirements for the quality control program.  |  |                                      |  |                    |
| 8. APPROVAL LIMITATION  |  | 9a. APPLICABLE FORMS                 |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The quality control program shall be in accordance with this Data Item Description unless otherwise indicated or modified in the delivery order.  |  |                                      |  |                    |
| <p>1. Inspection System.</p> <p>10.1.1. General. The contractor shall provide and maintain an effective quality control program or Contractor inspection system which will assure that all supplies and services required under the contract conform to contract requirements whether constructed or processed by the Contractor, or procured from subcontractors or vendors. The contractor shall perform or have performed the inspections and tests required to substantiate that all supplies and services conform to drawings, specification, and contract requirements and shall also perform or have performed all inspections and tests otherwise required by the contract unless the required inspection and/or test is specifically designated to be performed by the Contractor. <b>To implement this program, the Contractor shall submit a generic quality control plan.</b></p> <p>10.1.2. Organization. The system shall be implemented by the designation of a quality control person from the Contractor's production or supervisory staff who shall report directly to the Contractor's top management. This organization shall consist of not less than one person who will be on the job site at all times work is in progress, and whose sole responsibility is to provide continuous inspection of the work to insure compliance with the contract plans and specifications. This person shall have a minimum at least five (5) years verifiable construction experience in the type of work specified in the contract.</p> |  |                                      |  |                    |
| 11. DISTRIBUTION STATEMENT  |  |                                      |  |                    |

### DID #3

10.1.3 Records. The contractor shall maintain current records on an appropriate approved format of all inspections and tests performed. These records should provide factual evidence that the required inspections or tests have been performed., including type and number of inspections or tests involved; results of inspections or tests; nature of defects, causes for rejection, etc.; proposed remedial action; and corrective actions taken. The contractor shall not build upon or conceal any feature of the work containing uncorrected defects, and **for firm fixed price tasks**, payment on deficient items will be withheld until satisfactorily corrected. These records must cover both conforming and defective items and must include a statement that all supplies and materials, incorporated in the work, are in full compliance with the terms of the contract. **The Contractor shall submit daily (by E-MAIL to the COR & KO) a quality control report in the format specified in attachment 1. If not specified below, all other records shall be turned over to the Contracting Officer at completion of the task order.**

10.1.4. QC records shall be stored in a secure area on the contractor's website. The records shall be in Microsoft Word format.

10.1.5 Site Specific Quality Control (QC) Plan. The contractor shall establish controls necessary to assure scheduled completion dates established by the contract are not impacted by delinquent submittal data and/or operational tests. The contractor shall furnish to the Government with the work plan, a site specific QC Plan, which shall include the personnel procedures, instruction, and reports to be used. The report plan shall include the following:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgement that the Contractor QC staff shall implement the three phase control system for all aspects of the work specified and shall report to the Project Manager or someone higher in the Contractor's organization.
- b. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
- c. Procedures for scheduling and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents.
- d. Control testing procedures for each specific test required.
- e. A submittal register listing all shop drawings requiring approval by the Contractor or by the Contracting Officer. The format for the list shall provide the same information as ENG Form 4288 (see attachment 2). Upon submittal of the list, the Contracting Officer will indicate those shop drawings to be reviewed and/or approved by the government.
- f. A list of preparatory and initial inspections for each phase or major feature of work. When conducting the inspections, a checklist shall be prepared and provided as per the format shown in attachment 3.
- g. A list of required operational and performance tests.
- h. A listing of training to be performed.
- i. A list of important materials or equipment impacting contract completion.
- j. Plan of action by the Contractor for tracking and correcting any known contract deficiencies including delay in scheduled progress.

10.1.6 Pre-Repair/Renewal Conference. After the contract is awarded and before construction operations are started, the Contractor shall meet with the Contracting Officer or his representative, and discuss the inspection system requirements. The meeting shall develop mutual understanding relative to details of the system, including the forms to be used for recording the inspections, administration of the system and interrelationship of Contractor and Government inspection. The mutual understanding meeting shall be documented by the preparation of minutes of the meeting for signature by both the Contractor and the Contracting officer or Contracting Officer's Representative.

10.1.7 Quality Control Status Report. A status report shall be prepared and submitted to the Government quality Assurance representative prior to submission of an invoice for the period covered which shall contain as a minimum the following information:

- a. The status of all shop drawings including those to be resubmitted which must be approved at any tier of the contractor's organization or by the Contracting Officer. An analysis of any impacts to the schedule due to late submission or approval shall be attached.
- b. The status of all material and equipment procurement and delivery which shall indicate whether the material or equipment has been approved.
- c. Sixty days in advance of contract completion date and prior to scheduling a pre-final inspection of the work, or any phase of work, the contractor shall submit a schedule of required operational and performance tests and a schedule of training to be performed.

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|--|---|------------------------|--|--------------------|
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| 1. TITLE<br>SITE INVESTIGATION (SURVEY/VISIT)<br>PROPOSAL  |   |                        | 2. IDENTIFICATION NUMBER<br>0004         |                    |
| 3. DESCRIPTION/PURPOSE<br>To provide details concerning the content and organization of the site investigation(survey/visit) proposal  |   |                        |  |                    |
|  |   |                        |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                  |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) gives the information required for the site investigation (survey/visit) proposal   |   |                        |  |                    |
|  |   |                        |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS   |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The Site investigation (survey/visit) proposal shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.<br><br>When requested by the Contracting officer, or authorized representative (in writing or verbally), the Contractor shall provide a detailed listing of the tasks to be performed at the site along with the personnel and equipment required to achieve these tasks. This listing shall be in the format detailed in attachment 1.  |   |                        |  |                    |
| 11. DISTRIBUTION STATEMENT   |   |                        |  |                    |

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| 1. TITLE<br>SITE INVESTIGATION REPORT  |   |                        | 2. IDENTIFICATION NUMBER<br>0005         |                    |
| 11. DESCRIPTION/PURPOSE<br>To provide guidance to the Contractor on subjects to be investigated during a site investigation as well as how to document the results.  |   |                        |  |                    |
| 11. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                  |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) gives overall parameters on how to conduct and document a site investigation report.  |   |                        |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS   |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The site investigation shall be in accordance with this Date Item Description unless otherwise indicated or modified in the task order or directed by the Contracting officer.<br><br>10.1. Investigate and document the presence or absence of asbestos/lead-based paint in the proposed work areas and surrounding areas with the goal of preparing an abatement plan. To accomplish this the contractor shall interview facility personnel and review existing documentation as required. At the completion of the documentation review, the Contractor shall conduct an on-site investigation of the proposed work area in conjunction with facility personnel to visually locate and identify asbestos/lead-based paint insulation or surface coverings. Any surface coverings which cannot be proven to be non asbestos shall be considered to be asbestos and treated accordingly.  |   |                        |  |                    |
| 11. DISTRIBUTION STATEMENT   |   |                        |  |                    |

**DID # 5**

- 10.2 Site Investigation Report. The contractor shall prepare and submit a site investigation report documenting the site investigation. The site investigation report shall include individual sections for each of the topics defined below.
- a. Site description. Provide a brief description of the site under investigations, including a complete summary of safety and health hazards anticipated on site.
  - b. Hazard and Risk Investigation. The contractor shall provide a complete description of the work to be performed with a complete summary of hazards anticipated. The Contractor shall identify the safety and health hazards that may be encountered for each task or site operations to be performed. Each task/operation is to be discussed separately. Material Safety Data Sheets (MSDS) for each hazardous substance discovered or brought on site shall be included as an appendix to the SSHP.
  - c. Site control. The SSHP shall include a site map, description of work, on/off site communication systems, site access controls and security procedures.
  - d. Site information. Provide a list of people contacted during the survey, as well as any relevant information obtained.
  - e. Potential Problem Areas. Include a narrative description of each potential problem area (related to repair/renewal action) that was investigated. Also include a list of any code or accreditation violations in these areas. Indicate areas investigated which warrant further study and those, which do not warrant further efforts.
  - f. Disruption Plan Identification. Develop and submit a site disruption plan, signed off by installation personnel, which identifies actual, probable, and potential interruptions to installation operation with corrective actions.
  - g. Asbestos and/or Lead-based paint abatement (removal/encapsulation) plan identification. The site investigation report shall indicate if asbestos/lead based paint are assumed to be present at the proposed work site. If any local documentation exists or testing has been completed by the facility, the Contractor shall provide the title of the documentation/testing in the site investigation report and indicate the findings of that documentation/testing. The names of any individuals interviewed during the site investigation shall also be included in the report. If no asbestos/lead based paint is encountered or presumed present during the site investigation, the Contractor shall so indicate in writing.
  - h. Scope of work validation. Clearly indicate any changes to the scope of work to be included in the work plan. Define the recommendations for resolving each problem area that was investigated. Include any drawings/sketches/schedules, which may be applicable to the proposed repair/renewal action. Describe any equipment/system to be supplies as part of the repair/renewal action.

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| 1. TITLE<br>FEASIBILITY STUDY/REPORT  |   |                        | 2. IDENTIFICATION NUMBER<br>0006         |                    |
| 3. DESCRIPTION/PURPOSE<br>The purpose of this effort is for the contractor to develop a list of alternatives, develop a detailed analysis of each alternative and recommend a course of action.   |   |                        |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                  |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br>This Data Item Description (DID) gives overall parameters on how to conduct and document a feasibility study and report   |   |                        |  |                    |
| 8. APPROVAL LIMITATION  |   | 9a. APPLICABLE FORMS   |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The feasibility study/report shall be in accordance with this Data item Description unless otherwise indicated or modified in the task order or directed by the contracting officer.  |   |                        |  |                    |
| <p>10.1 General. A feasibility study and report shall be performed when required by task order. The feasibility study may be performed in conjunction with a site visit or as a stand-alone action.</p> <p>10.2 Field Investigation. The contractor shall investigate the site, building, or area as directed or indicated in the task order. Unless otherwise stated in the task order, the investigation shall include, but not be limited to, the following actions:</p> <ul style="list-style-type: none"> <li>a. Investigate each of the problem areas stated in the task order to develop a list of potential alternatives while evaluating the potential impact to "down stream" systems.</li> <li>b. Review existing as-built drawings, maintenance records, and other pertinent documentation as required to fulfill the requirements of the task order.</li> <li>c. Interview on site maintenance personnel and staff as required to fulfill the requirements of the task order.</li> <li>d. Gather data required to prepare a site description, a hazard and reanalysis, a site control document, and a site disruption plan, which itemizes actual, probable and potential interruptions to installation operations along with recommendations to reduce the effects of unavoidable interruptions.</li> <li>e. Develop a basis during the visit to prepare budgetary estimates for each alternative and/or develop a life cycle cost analysis.</li> </ul> |   |                        |  |                    |
| 11. DISTRIBUTION STATEMENT  |   |                        |  |                    |

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| 1. TITLE<br>PRE-REPAIR/RENEWAL ACTION CONFERENCE (Post Award Conference)   |   | 2. IDENTIFICATION NUMBER<br>0007 |  |                    |
| 3. DESCRIPTION/PURPOSE<br>To assure familiarity with details of the Contract and the installation rules and regulations as well as to allow the Contracting officer, or authorized representative, to interface with the Contractor and his/her organization   |   |                                  |  |                    |
|  |   |                                  |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE           | 6b. GIDEP<br>APPLICABLE                  |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) provides a baseline for the pre-repair/renewal action.  |   |                                  |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS             |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The pre-repair/renewal shall be held in accordance with is data item description unless otherwise indicated in the task order:   |   |                                  |  |                    |
| 10.1 General   |   |                                  |  |                    |
| <p>10.1.1 This conference will be held at the location specified by the Contracting Officer Representative (COR). The purpose of this pre-repair/renewal conference is to enable the Contracting officer to outline the procedures that will be followed by the Government in its administration of the contract and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, security requirements, regulations, etc. The Contracting Officer Representative may invite installation, using service, engineering, and/or security personnel as well as other involved Government personnel to attend this conference.</p>  |   |                                  |  |                    |
| 10.1.2 Discussion items.   |   |                                  |  |                    |
| <p>The following is a list of items for discussion during this conference. This is not considered to be a complete listing.</p> <ul style="list-style-type: none"> <li>(a) Authority of the Contracting Officer and procedures for administering the contract</li> <li>(b) Contractor labor standards provisions</li> <li>(c) Contract modification and administration procedures</li> <li>(d) Payment estimate data and procedures.</li> <li>(e) Contractor insurance requirement.</li> <li>(f) Contractor performance evaluation.</li> <li>(g) Turnover and acceptance of work (warranties)</li> </ul>   |   |                                  |  |                    |
| 10.1.3 Installation rules and regulations. Regardless of whether site of the work is on a military reservation or on a civilian installation associated with the military, all rules and regulations issued by the Commanding Officer/Director covering general safety, security, sanitary requirements, pollution control, work hours, storage areas, utility availability and use, utility interruptions, site conditions, environmental compliance, clean up, conduct and dress, work in areas with others, excavation permits, access to work areas, traffic regulations, as well as any other pertinent information requested by the Contractor or provided by the authorized installation technical representative shall be observed by the contractor. Information regarding these requirements may be obtained by contacting the authorized installation technical representative, who will provide such information or assist in obtaining same from appropriate authorities. |   |                                  |  |                    |
| 11. DISTRIBUTION STATEMENT   |   |                                  |  |                    |



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| 1. TITLE<br>WORK SCHEDULE   |   |                                   | 2. IDENTIFICATION NUMBER<br>0008         |                    |
| 3. DESCRIPTION/PURPOSE<br>To provide details of scheduling the work tasks.  |   |                                   |  |                    |
|   |   |                                   |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE<br><br>N/A | 6b. GIDEP<br>APPLICABLE<br><br>N/A       |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) provides details for preparing a work schedule   |   |                                   |  |                    |
| 8. APPROVAL LIMITATION  |   | 9a. APPLICABLE FORMS              |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The work schedule shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.  |   |                                   |  |                    |
| <p>10.1 Work schedule charts shall be prepared and submitted using Microsoft Project or comparable software. The contract work shall be divided into definable contract features. As a minimum, the Contractor shall address each phase and feature of work. The schedule shall indicate the percentage of the total work effort represented by phase or feature of work. The vertical lines shall be identified by specific time frames, (i.e., weekly, bi-weekly, monthly) with one space accounting for no more than one month. The Contractor shall identify the date, which Notice to Proceed is acknowledged on the chart. The Contractor shall also identify the contract completion date on the chart. The Contractor shall place bars on the chart to indicate scheduled progress for each feature of work. The Contractor shall note the anticipated percentage complete for each item at the end of each month and at the end of each scheduled block.</p> <p>10.2 The work schedule shall be updated and reviewed with the appointed government Quality Assurance representative on a monthly basis. No invoice shall be processed without an attachment of the updated schedule. For firm fixed price task orders, the percent completed during the period shall determine that period's payment due the contractor.</p> |   |                                   |  |                    |
| 11. DISTRIBUTION STATEMENT  |   |                                   |  |                    |

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| 1. TITLE<br>SYSTEM/EQUIPMENT TESTING  |   |                        | 2. IDENTIFICATION NUMBER<br>0009         |  |
| 3. DESCRIPTION/PURPOSE<br>To provide for systematic testing of the modified system/equipment and to document the tests performed as well as the results of these tests.   |   |                        |  |  |
|   |   |                        |  |  |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                  |  |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) states the requirements for system/equipment testing.  |   |                        |  |  |
| 8. APPROVAL LIMITATION  | 9a. APPLICABLE FORMS                      |                        | 9b. AMSC<br>NUMBER                       |  |
| 10. PREPARATION INSTRUCTIONS<br>System/equipment testing shall be accordance with this Data item Description unless otherwise indicated or modified in the task order.  |   |                        |  |  |
| 10.1 Thirty (30) days prior to the commencement of testing, the Contractor shall submit to the Contracting Officer and authorized installation representative a copy of a proposed testing plan necessary to provide the system/equipment meets the operation standards identified in the work plan. As a minimum, this testing plant shall contain:  |   |                        |  |  |
| <ul style="list-style-type: none"> <li>a. Proper nomenclature</li> <li>b. System/Equipment description</li> <li>c. Specific requirements for system/equipment test</li> <li>d. Schedule for testing</li> <li>e. Other items as necessary.</li> </ul>  |   |                        |  |  |
| 10.2 After approval of the testing plan by the contracting officer, the contractor shall submit the results to the contracting officer.   |   |                        |  |  |
| 10.3 All equipment installed on site shall be transferred to the Government on documents identified by the DPW.   |   |                        |  |  |
| 11. DISTRIBUTION STATEMENT  |   |                        |  |  |

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| <b>DATA ITEM DESCRIPTION</b>  |   |                        | Form<br>Approved<br>OMB No.<br>0704-0188 |                    |
| <p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. <b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b></p>            |   |                        |  |                    |
| 1. TITLE<br>OPERATING AND MAINTENANCE MANUALS   |   |                        | 2. IDENTIFICATION NUMBER<br>0010         |                    |
| 3. DESCRIPTION/PURPOSE<br>To provide operating and Maintenance manuals which will be used by Government personnel at the installation to operate and maintain the modified system/equipment.  |   |                        |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                  |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) details the requirement for operating and maintenance manuals  |   |                        |  |                    |
| 8. APPROVAL LIMITATION  |   | 9a. APPLICABLE FORMS   |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>Operating and maintenance manuals shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.  |   |                        |  |                    |
| 10.1 Operation and maintenance procedures and documentation utilized in the operating and maintenance manuals shall meet NFPA standards.  |   |                        |  |                    |
| 10.2 The operating manuals shall be in accordance with ER 25-345-1, comprehensive, and cover the total operation of the MFRP.<br>The operating manuals shall contain step-by-step methods for operating each separate component and for operating the systems in a systematic manner. These manuals shall show the location of the item being described and provide a clear and concise narrative description of the item, its operating function, characteristics, and its interrelationship with other system components. The maintenance manual shall provide comprehensive details of complex components and parts with illustrations of how the components and parts are systemically arranged and located. The maintenance instructions shall prescribe the manufacturers' recommended schedule for preventive maintenance plans. The instruction shall clearly identify seasonal maintenance requirements and state the frequencies for all maintenance and/or operations. |   |                        |  |                    |
| 10.3 The manuals shall include the manufacturers' name, model number, service manual, and parts list for each major system component and subcomponent. The operating and maintenance manuals shall be provided in a bound document, which is clearly tabbed, indexed and marked for easy use.   |   |                        |  |                    |
| 10.4 Framed instructions, encased in environmentally protective covering shall be prepared in a manner consistent with the final configuration of the system/equipment at the end of the contract. They shall include system/equipment diagrams and condensed operating and maintenance instructions. The condensed operating and maintenance instruction shall be placed at strategic operating locations on the system/equipment.   |   |                        |  |                    |
| 11. DISTRIBUTION STATEMENT  |   |                        |  |                    |

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| 1. TITLE<br>TRAINING   |   |                        | 2. IDENTIFICATION NUMBER<br>0011         |                    |
| 3. DESCRIPTION/PURPOSE<br>To delineate Contractor's training requirements and provide training to installation personnel.  |   |                        |  |                    |
|  |   |                        |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                  |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br>This Data Item Description (DID) provides the requirements to provide a training program   |   |                        |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS   |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>Training shall be in accordance with this Date Item Description unless otherwise indicated as modified in the task order.<br><br>The contractor shall provide a training program, as identified in this contract.<br><br>10.1 The program shall provide instruction on operation, troubleshooting, maintenance and repair of equipment and systems modified or installed under each contract task order. Instructions shall include both a classroom phase and a practical application phase. The course material shall include the operation and maintenance plans and manuals as instructional materials. The program shall be conducted in facilities directed by the government.<br><br>10.2 Thirty calendar days before the end of the task order, the Contractor shall prepare a training plan and submit it to the Government for review. The training course plan shall identify for each block of instructions: the teaching objectives, the time and length of instruction, the place of instruction, the training aids required, the recommended audience, and a brief description of the contents. The training course plan shall be assembled in a notebook, tabbed for each block of instructions.<br><br>10.3 The contractor shall train Government personnel to operate, maintain, and repair equipment and systems after the completion of system testing in accordance with each task order. Contractor shall provide video taping of the training in VHS format and provide to Contracting Officer upon completion of the training. |   |                        |  |                    |
| 11. DISTRIBUTION STATEMENT   |   |                        |  |                    |

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| <b>DATA ITEM DESCRIPTION</b>  |   |                        | <i>Form<br/>Approved<br/>OMB No.<br/>0704-0188</i> |                    |
| <p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. <b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b></p>  |   |                        |  |                    |
| 1. TITLE<br>EQUIPMENT AND CONSTRUCTION WARRANTIES   |   |                        | 2. IDENTIFICATION NUMBER<br>0012                   |                    |
| 3. DESCRIPTION/PURPOSE<br>To provide warranties on equipment and construction to installation personnel   |   |                        |  |                    |
|   |   |                        |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                            |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) describes the procedures for proving equipment and construction warranties.  |   |                        |  |                    |
| 8. APPROVAL LIMITATION  |   | 9a. APPLICABLE FORMS   |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>Equipment and construction warranties shall be in accordance with this Data Item description unless otherwise indicated or modified in the task order.  |   |                        |  |                    |
| <p>10.1 The Contractor shall obtain all standard commercial warranties available on the major/minor equipment and turn them over to the Government at the conclusion of the contract. The Contractor shall also prepare a list of the companies which honor the warranties, including names, addressees, and telephone numbers.</p> <p>10.2 In addition to the commercial warranties described above, the Contractor shall provide a one-year warranty period on all installation/modification work he/she does on the job. During the one-year warranty period, the Contractor shall remedy at the Contractor's expense any failure to conform, or any defect, damage, or failure of the work. The Contractor shall furnish the name, address and telephone number of the Contractor's single point of contact for full time (24 hours per day) answering and response capability, within the local service area of the warranted construction. The local service area is described as within a 180 mile radius of the installation.</p> <p>10.3 If the Contractor fails to remedy any failure, defect, or damage within 24 hours of notification of the need for remedial action, the Government has the option of taking steps to remedy the failure and billing the Contractor for this remedy.</p> <p>10.4 All commercial warranties obtained from equipment suppliers under this contract shall be those normally associated with the purchase and installation of the equipment and shall be consistent with contract terms and conditions No warranties resulting in additional cost (e.g., extended warranties) shall be obtained unless specifically requested in the task order or with prior approval of the contracting officer.</p> |   |                        |  |                    |
| 11. DISTRIBUTION STATEMENT  |   |                        |  |                    |

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| <b>DATA ITEM DESCRIPTION</b>   |   |                                  | <i>Form<br/>Approved<br/>OMB No.<br/>0704-0188</i> |                    |
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| 1. TITLE<br>LIST OF STANDARD EQUIPMENT AND SERVICE ORGANIZATIONS   |   | 2. IDENTIFICATION NUMBER<br>0013 |  |                    |
| 3. DESCRIPTION/PURPOSE<br>To provide installation personnel with a source for service organizations.   |   |                                  |  |                    |
|  |   |                                  |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE           | 6b. GIDEP<br>APPLICABLE                            |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) details the procedure for providing a list of standard equipment and service.   |   |                                  |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS             |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>A list of standard equipment and service organizations shall be provided in accordance with this Data item Description unless otherwise indicated or modified in the task order.<br><br>Thirty days prior to the completion of the task order, a list of major/minor equipment installed and/or modified on the project shall be submitted along with a list of service organizations, with addresses, telephone numbers, and qualifications of qualified, permanent service organizations for support of major/minor equipment. This list shall contain at a minimum manufacturer, serial number(s), capacity, utility service requirements and a cost for each item.   |   |                                  |  |                    |
| 11. DISTRIBUTION STATEMENT   |   |                                  |  |                    |

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| 1. TITLE<br>AS BUILT/IN-PROGRESS DRAWINGS  |   | 2. IDENTIFICATION NUMBER<br>0014 |  |
| 3. DESCRIPTION/PURPOSE<br>To provide as-built/in-progress documentation reflecting the on-going status of the project.   |   |                                  |  |
|  |   |                                  |  |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE           | 6b. GIDEP<br>APPLICABLE                  |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) provides for in-progress as built drawings resulting from the effects of this contract  |   |                                  |  |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS             | 9b. AMSC<br>NUMBER                       |
| 10. PREPARATION INSTRUCTIONS<br>As-built drawings shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.<br><br>10.1 The contractor shall maintain a set of red-lined, scaled, marked up drawings (latest revision status) if available or photo documents where unavailable, throughout the contract that fully document the status of the work. These drawings shall be maintained through the systemization phase and shall be available for review by the Government upon request. These drawings may take forms ranging from simple schematics to detailed installation drawings. The form of the as-builts/in-progress drawings will be determined by the complexity of the project as ascertained by the Contracting officer.<br><br>a. If As-builts are to be provided in CADD format, it will be clearly stated in the task order.  |   |                                  |  |
| 11. DISTRIBUTION STATEMENT   |   |                                  |  |

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| 1. TITLE<br>AS-BUILT/FINAL DRAWINGS/PHOTO DOCUMENTS  |   | 2. IDENTIFICATION NUMBER<br>0015 |  |                    |
| 3. DESCRIPTION/PURPOSE<br>To provide as-built drawings reflecting the final repair/renewal configuration of the systems/facilities/equipment or photo documents.   |   |                                  |  |                    |
|  |   |                                  |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE           | 6b. GIDEP<br>APPLICABLE                  |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) provides for as-built drawings resulting from the effects of this contract  |   |                                  |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS             |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>As-built drawings shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.   |   |                                  |  |                    |
| <p>10.1 At the completion of the project, the contractor shall prepare and submit a set of red-lined, scaled, marked up drawings that fully documents the work. These drawings may range from simple schematics to installation drawings.</p> <p>10.2 Upon receiving approval of the red-lined drawings by the installation, the Contractor shall make a final submittal of cleaned-up, certified as-built drawings. This submittal may range from a simple schematic to a submittal made in a digital format (employing optical scanning and/or CADD techniques) compatible to the installation (standard DFX drawing file) as well as one set of Mylar reproducible and two (2) sets of blue lines. Where CADD drawings are unavailable, the COR may accept photo documentations.</p>  |   |                                  |  |                    |
| 11. DISTRIBUTION STATEMENT   |   |                                  |  |                    |



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| 1. TITLE<br>SITE SPECIFIC REPAIR/RENEWAL REPORT (INCLUDING LESSONS LEARNED)   |   | 2. IDENTIFICATION NUMBER<br>0016 |  |                    |
| 3. DESCRIPTION/PURPOSE<br>To provide a final report of all work performed under the contract as well as to provide a "lessons learned" record.  |   |                                  |  |                    |
|   |   |                                  |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE           | 6b. GIDEP<br>APPLICABLE                            |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) gives the format and content for the site specific repair/renewal report.  |   |                                  |  |                    |
| 8. APPROVAL LIMITATION  |   | 9a. APPLICABLE FORMS             |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>A site specific repair/renewal report shall be prepared in accordance with the Date Item Description unless otherwise indicated or modified in the task order.  |   |                                  |  |                    |
| <p>10.1 Final report. A final report of all technical work accomplished and information gained in performance of the contract, pertinent observations, nature of problems, positive as well as negative results, and design criteria established where applicable will be prepared. Procedures followed, process developed, etc., will be included. The details of all technical work included shall be sufficient to permit full understanding of the techniques and procedures used involving technology or processes developed. A summary of this information shall be provided in the form of a "lessons learned" abstract located in paragraph 10.3.8.</p> <p>10.2 Format</p> <p>10.2.1 The title page will identify the report by providing contract number, project name and reporting period.</p> <p>10.2.2 The front cover of draft reports will bear the following statement in addition to other requirements, "The view, opinions, and/or findings contained in the report are those of the author(s) and should not be construed as an official Department of the Army position, policy, or decision, unless so designated by other documentation."</p> <p>10.2.3 Table of Contents</p> <p>10.3 Main Body. The main body of the report shall make use of the following outline only as applicable to each individual situation.</p> <p>10.3.1 Introduction. The introduction shall consist of a narrative statement of the reasons for the repair/renewal report, make reference to statement of work, technical instructions, other contract direction, previous related submittals and citation of the Government authorization. It should also state aims, objectives, probability of solution of accomplishments, estimated scope of development effort required and technical approach.</p> |   |                                  |  |                    |
| 11. DISTRIBUTION STATEMENT  |   |                                  |  |                    |

- 10.3.2 Discussion. Discussion shall give a detailed discussion of the technical effort or work performed covering procedures, equipment, facilities, data, and results (both expected and unexpected)
- 10.3.3 Documentation., documentation should be made making reference to all related submittals (drawings, intermediate reports, laboratory reports, conference reports, and other research sources).
- 10.3.4 Tests. Identify tests conducted and results.
- 10.3.5 Summary. The main report body shall end with a summary which should be a concise, self-explanatory recapitulation of the report.
- 10.3.6 Conclusion. The report should contain a logical conclusion based on the Contractor's evaluation of data presented in the report when an evaluation is applicable. The conclusion should be concise and based on supporting arguments presented in the body of the report. Content of the conclusion is optional on less formalized reports and is left to the discretion of the Contractor.
- 10.3.7 Recommendations. The report should contain recommendations, when applicable. The recommendations should be a logical outcome of the conclusions and should provide information necessary for action leading to improvements of a system of the state of the art.
- 10.3.8 Lessons Learned. This section of the report shall contain a "lessons learned" abstract which is based on the experience of the Contractor as stated in paragraph 10.3.6 and 10.3.7.
- 10.4 Optional Content
- 10.4.1 Attendants. Drawings, sketches, photographs, calculations, reference or other attachments may be used to clarify or explain the text and may be included either in the body of the report or in an appendix. Oversize material shall be arranged to fold within the report without protruding and shall be limited on one-way horizontal foldouts.
- 10.4.2 Illustrations. Separate lists of figures, illustrations, and tables may be given immediately following the table of contents, on the same page if possible. Such lists shall be included when there are ten or more figures, illustrations and table.
- 10.4.3 Abbreviations and Symbols. List of abbreviations and symbols with definitions, and definitions of terms, may also be given following the table of contents, or on the same page or its reverse. The lists should be included when applicable for intelligibility and usefulness to the educated, but not specialized, reader of scientific reports.
- 10.4.4 References. A list of references is recommended if more than five titles are cited in the text, and shall follow the last page of the text in the report. Head the page "REFERENCES" list the items in order of initial test reference, and number the items with Arabic numerals. The information of each item will include, in this sequence, as applicable: personal author, title, documents number, the Defense Documentation Center AD number, (when known), publisher, data and classification.
- 10.4.5 Bibliography. A bibliography (supplemental or associated reading) may be included, if appropriate. Head the list "BIBLIOGRAPHY". It may appear on the same page with the references, space permitting. The items will include the same information required for references, but arranged alphabetically by author and not numbered.
- 10.4.6 Index. An alphabetical index may be included, if necessary. Normally, it will be included only in a voluminous report that will clearly be used frequently for reference. If used, the index should not be a repetition of section or paragraph titles, but should list every important subject breakdown which users are most likely to seek.
- 10.4.7 Appendix. An appendix may be used on material related to or additional to the report, such as material not essential to understanding the test, but which provides vital details to the critical reader; additional detailed description; or explanatory manner; extensive test data; complex mathematical derivations; and reproduction of additional tables, illustrations, charts or graphs referenced frequently throughout the report; list of materials when the contract requires that such a list will be included in the report; and similar material. Special forms that are required by a specification may be included in the appendix. Appendices shall also be used to incorporate reports submitted by other activities that perform some of the technical effort. Each appendix shall be preceded by a title page indicating content (including number of pages) and applicable references to the body of the report.

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| 1. TITLE<br>MONTHLY PROGRESS REPORT   |   |                        | 2. IDENTIFICATION NUMBER<br>0017         |  |
| 3. DESCRIPTION/PURPOSE<br>To provide progress reports that will be used as a measure of accomplished activity.  |   |                        |  |  |
|   |   |                        |  |  |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                  |  |
| 7. APPLICATION/INTERRELATIONSHIP<br>This Data Item Description (DID) details requirements for monthly progress reports  |   |                        |  |  |
| 8. APPROVAL LIMITATION  |   | 9a. APPLICABLE FORMS   | 9b. AMSC<br>NUMBER                       |  |
| <p>10. PREPARATION INSTRUCTIONS<br/>The monthly progress report on the individual task orders shall be prepared in accordance with the Data Item Description unless otherwise3 indicated or modified in the task order.</p> <p>10.1 A report shall be provided by the Contractor which details each task order. As part of the report, the Contractor shall submit a separate page for each task order. The contractor shall provide a remarks section to describe any problems in detail which caused schedule creep as well as the contractor's plans to get back on schedule.</p> <p>10.2 A summary monthly progress report covering all individual task orders shall be provided. This summary report shall be in spreadsheet format and have a heading for contract number and contractor name. At a minimum, the summary report shall contain columns for: task order number, project title, location, current status, % complete and government project manager.</p> <p>10.3 Reports shall be transmitted electronically and stored n a secure area of the Contractor's website which may be accessed by the Government.</p> |   |                        |  |  |
| 11. DISTRIBUTION STATEMENT  |   |                        |  |  |

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| 1. TITLE<br>TELEPHONE CONVERSATION/CORRESPONDENCE AND VISITOR LOG   |   | 2. IDENTIFICATION NUMBER<br>0018 |  |                    |
| 3. DESCRIPTION/PURPOSE<br>To provide for telephone conversation, correspondence and visitor log   |   |                                  |  |                    |
|   |   |                                  |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE           | 6b. GIDEP<br>APPLICABLE                  |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) details requirements for telephone conversation, correspondence, and visitor logs  |   |                                  |  |                    |
| 8. APPROVAL LIMITATION  |   | 9a. APPLICABLE FORMS             |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>Telephone conversation/correspondence records shall be in accordance with this Date Item Description unless otherwise indicated or modified in the individual task order  |   |                                  |  |                    |
| <p>10.1 The contractor shall keep a log of each substantive phone conversation and written correspondence related to the performance of this contract. A log of the phone conversations shall be submitted to the Contracting Officer monthly and is due not later than the 10<sup>th</sup> of the following month. For this contract, "substantive" is defined as:</p> <ul style="list-style-type: none"> <li>- All calls to or from Government personnel that require action by either the Government or the contractor.</li> <li>- All calls to or from Government personnel that directly or indirectly affect contract terms and conditions.</li> <li>- All calls to or from federal, state, or local regulatory agency personnel</li> <li>- All calls to Contractor personnel that require calling party to be referred to the Public Affairs Office</li> <li>-</li> </ul> <p>In addition to the monthly log, calls that meet the above substantive criteria require additional documentation in accordance with FAR 52.242-4610. Calls involved in the routine performance of project work that do not fit the above definition of substantive need not be recorded and provided to the Contracting Officer.</p> |   |                                  |  |                    |
| 11. DISTRIBUTION STATEMENT<br><br>The log shall be electronically transmitted to the Government on a monthly basis. It shall also be stored in a secure area of the contractor's website and be available for Government access.  |   |                                  |  |                    |

10.2 The Contractor shall keep a log of each substantive written correspondence related to the performance of this contract. A log of the correspondence shall be submitted to the Contracting Officer monthly and is due not later than the 10<sup>th</sup> of the following month. For this contract, "substantive" is defined as:

- all correspondence to or from Government personnel that require action by either the Government or the Contractor
- all correspondence to or from Government personnel that directly or indirectly affect contract terms and conditions
- all correspondence to or from federal, state, or local regulatory agency personnel
- all correspondence from the Contractor that required referral to the Public Affairs Office

Correspondence involved in the routine performance of project work that does not fit the above definition of substantive, need not be recorded and provided to the Contracting Officer.

10.3 The Contractor shall keep a written log of visitors to each work site. The log shall be submitted with the monthly report.

10.4 the format of each log is left to the discretion of the Contractor, However, the following information is required:

|                 |                    |                |                |                        |                |
|-----------------|--------------------|----------------|----------------|------------------------|----------------|
| Telephone:      | <u>Call From</u>   | <u>Call to</u> | <u>Date</u>    | <u>Contact/TO</u>      | <u>Subject</u> |
| Correspondence: | <u>Contract/TO</u> | <u>Date</u>    | <u>Subject</u> |                        |                |
| Visitor:        | <u>Contract/TO</u> | <u>Visitor</u> | <u>Date</u>    | <u>Reason of Visit</u> |                |

| DATA ITEM DESCRIPTION  |   |                                  | Form<br>Approved<br>OMB No.<br>0704-0188 |                    |
|--|---|----------------------------------|--|--------------------|
| <p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. <b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b></p>   |   |                                  |  |                    |
| 1. TITLE<br>CERTIFICATION OF COMPUTER MEDIA AND ELECTRONIC DEVICES   |   | 2. IDENTIFICATION NUMBER<br>0019 |  |                    |
| 3. DESCRIPTION/PURPOSE<br>To provide certification of virus free computer media.   |   |                                  |  |                    |
|  |   |                                  |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE           | 6b. GIDEP<br>APPLICABLE                  |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) requires a virus free submittal of computer data and certification of installed software and electronic devices as being "Year 2000 Compliant"  |   |                                  |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS             |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>Computer media shall be certified in accordance with the Data Item Description unless otherwise indicated or modified in the task order.   |   |                                  |  |                    |
| <p>10.1 All delivery media (floppy disks, magnetic tapes, etc) for computer data shall be certified by the Contractor to be compatible with installation computer equipment and to be free of known computer viruses. A compatibility certification and the name(s) and release date(s) of the virus scanning software used to analyze the delivery media shall be furnished to the Government at the time of delivery. The release or revision date of the virus scanning software shall be the current versions which has detected the latest known viruses at the time of delivery or the media. If analysis of the delivery media by the Government finds evidence of incompatibility or virus infection, the media will be returned to the Contractor. The contractor shall resubmit the media at no cost to the Government.</p> <p>10.2 All computer media and electronic devices shall be tested after installation to insure they operate correctly on and after 1 January 2000. All computer media and electronic devices shall conform to FAR 39.106. The contractor shall provide written certification that the testing was accomplished successfully.</p> |   |                                  |  |                    |
| 11. DISTRIBUTION STATEMENT   |   |                                  |  |                    |

|   |   |                        |  |                    |
|---|---|------------------------|--|--------------------|
| <b>DATA ITEM DESCRIPTION</b>  |   |                        | <i>Form<br/>Approved<br/>OMB No.<br/>0704-0188</i> |                    |
| <p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. <b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b></p>  |   |                        |  |                    |
| 1. TITLE<br>ACCIDENT EXPOSURE DATA REPORT   |   |                        | 2. IDENTIFICATION NUMBER<br>0020                   |                    |
| 3. DESCRIPTION/PURPOSE<br>The monthly accident exposure data report provides the statistical exposure data for all contractor personnel working under a labor/services contract.  |   |                        |  |                    |
|   |   |                        |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                            |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>Required by EM 385-1-1, Section 01.D.04   |   |                        |  |                    |
| 8. APPROVAL LIMITATION  |   | 9a. APPLICABLE FORMS   |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The report shall be submitted on a monthly basis and is due NLT 15 days after the end of the report month. The report shall be signed by the Corporate Safety and Occupational Health Manager and submitted to the appropriate Contracting Officer (Note: This report does not negate the requirement to submit an ENG FORM 3394 to report an accident). The report shall be submitted on 8.5 x 11 inch plain bond paper or corporate letterhead and shall report the following information:<br><br>10.1 Title of Report (i.e.,ACCIDENT EXPOSURE DATA REPORT)<br>10.2 Contract Number/Task Order/Project name/Site Name and Location<br>10.3 Month and year for which the report is made<br>10.4 Hours worked in direct support of the contract during the month (do not report hours expended on corporate personnel issues, payroll, etc). Do report hours expended by subcontract personnel in direct support of the contract.<br>10.5 Number of miles driven with vehicles in direct support of the contract.<br>10.6 Number of lost workdays due to on-the-job accident.<br>10.7 Total number of lost workdays due to on-the-job accidents<br>10.8 Number of recordable vehicle accidents with vehicles in direct support of the contract. |   |                        |  |                    |
| 11. DISTRIBUTION STATEMENT<br>This report shall be transmitted electronically. It shall also be stored in a secure area of the contractor's website and be accessible to the Government.  |   |                        |  |                    |

|  |   |                        |  |                    |
|--|---|------------------------|--|--------------------|
| <b>DATA ITEM DESCRIPTION</b>   |   |                        | <i>Form<br/>Approved<br/>OMB No.<br/>0704-0188</i> |                    |
| <p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. <b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b></p> |   |                        |  |                    |
| 1. TITLE<br>TASK ORDER COMPLETION/CLOSE OUT  |   |                        | 2. IDENTIFICATION NUMBER<br><br>0021               |                    |
| 3. DESCRIPTION/PURPOSE<br>Information is required to be submitted in order to apply for complete project payment and consideration for performance evaluations.  |   |                        |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                            |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) provides details for completion and close out of task order   |   |                        |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS   |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The contractor will prepare the following documents prior to task order completion: <ul style="list-style-type: none"> <li>a. 1354 turn over documents</li> <li>b. self evaluation</li> <li>c. customer evaluation</li> <li>d. waiver of claim</li> <li>e. release</li> <li>f. contract administration completion record (DD Form 1593)</li> <li>g. contract closeout checklist</li> <li>h. records transmittal &amp; receipt</li> </ul>   |   |                        |  |                    |
| 11. DISTRIBUTION STATEMENT   |   |                        |  |                    |



|  |   |                        |  |                    |
|--|---|------------------------|--|--------------------|
| <b>DATA ITEM DESCRIPTION</b>   |   |                        | <i>Form<br/>Approved<br/>OMB No.<br/>0704-0188</i> |                    |
| <p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.<br/><b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b></p> |   |                        |  |                    |
| 1. TITLE<br>CONSTRUCTION SUBMITTALS  |   |                        | 2. IDENTIFICATION NUMBER<br><br>0022               |                    |
| 3. DESCRIPTION/PURPOSE<br>Submittal defined in the task order will be categorized in a submittal register and submitted by the dates shown in the register   |   |                        |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                            |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) provides details for construction submittals.   |   |                        |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS   |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>Contractor shall prepare a complete submittal register and indicate the dates when each will be submitted. Unless specifically authorized in the task order, all submittals will be made in the first (1 <sup>st</sup> ) twenty (20%) of the time available for the task order.  |   |                        |  |                    |
| 11. DISTRIBUTION STATEMENT<br>The submittal register will be submitted electronically for approval and will then be submitted every two (2) weeks with updated information. The submittal register and all updates shall be stored on the contractors website in a secure area that will be accessible to the Government.  |   |                        |  |                    |

|  |   |                        |  |                    |
|--|---|------------------------|--|--------------------|
| <b>DATA ITEM DESCRIPTION</b>   |   |                        | <i>Form<br/>Approved<br/>OMB No.<br/>0704-0188</i> |                    |
| <p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. <b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b></p> |   |                        |  |                    |
| 1. TITLE<br>SUBCONTRACTS   |   |                        | 2. IDENTIFICATION NUMBER<br><br>0023               |                    |
| 3. DESCRIPTION/PURPOSE<br>Subcontracts issued by the Prime Contractor  |   |                        |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE | 6b. GIDEP<br>APPLICABLE                            |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) provides details for subcontract plans  |   |                        |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS   |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>All subcontracts agreements will be submitted to the Government for information purposes within seven (7) days after signed. The Government reserves the right to get a copy of all subcontracts agreements at any time.   |   |                        |  |                    |
| 11. DISTRIBUTION STATEMENT   |   |                        |  |                    |

| DATA ITEM DESCRIPTION  |   |                                  | Form<br>Approved<br>OMB No.<br>0704-0188 |                    |
|--|---|----------------------------------|--|--------------------|
| <p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. <b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b></p> |   |                                  |  |                    |
| 1. TITLE<br>Material Safety Data Sheets (MSDS)   |   | 2. IDENTIFICATION NUMBER<br>0024 |  |                    |
| 3. DESCRIPTION/PURPOSE<br>Contractor shall submit MSDS for all products used in fabrications.  |   |                                  |  |                    |
|  |   |                                  |  |                    |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 6. OFFICE OF PRIMARY RESPONSIBILITY (OPR) | 6a. DTIC<br>APPLICABLE<br>N/A    | 6b. GIDEP<br>APPLICABLE<br>N/A           |                    |
| 7. APPLICATION/INTERRELATIONSHIP<br>This Data Item Description (DID) provides details for products used in fabrications.   |   |                                  |  |                    |
|  |   |                                  |  |                    |
| 8. APPROVAL LIMITATION   |   | 9a. APPLICABLE FORMS             |  | 9b. AMSC<br>NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The work schedule shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.   |   |                                  |  |                    |
| 11. DISTRIBUTION STATEMENT   |   |                                  |  |                    |

|  |  |                      |  |                 |
|--|--|----------------------|--|-----------------|
| <b>DATA ITEM DESCRIPTION</b>   |  |                      | <i>Form<br/>Approved<br/>OMB No.<br/>0704-0188</i> |                 |
| <p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. <b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</b></p> |  |                      |  |                 |
| 1. TITLE<br>WEEKLY ELECTRONIC STATUS REPORT  |  |                      | 2. IDENTIFICATION NUMBER<br>0025                   |                 |
| 3. DESCRIPTION/PURPOSE<br>To provide a Weekly Electronic Status Report that will be used as a measure of accomplished activity throughout the duration of the contract.  |  |                      |  |                 |
|  |  |                      |  |                 |
| 4. APPROVAL DATE<br>(YYYYMMDD)   | 5. OFFICE OF PRIMARY RESPONSIBILITY<br>(OPR) | 6a. DTIC APPLICABLE  | 6b. GIDEP APPLICABLE                               |                 |
| 7. APPLICATION/INTERRELATIONSHIP<br><br>This Data Item Description (DID) details requirements for a weekly electronic status report.   |  |                      |  |                 |
|  |  |                      |  |                 |
| 8. APPROVAL LIMITATION   |  | 9a. APPLICABLE FORMS |  | 9b. AMSC NUMBER |
| 10. PREPARATION INSTRUCTIONS<br>The weekly electronic status report shall be prepared in accordance with the Data Item Description unless otherwise indicated or modified in the task order.   |  |                      |  |                 |
| <p>10.1 A weekly electronic status report covering all individual task orders shall be provided. This summary report shall be in Microsoft Excel format and have a heading for contract number and contractor name. At a minimum, the status report shall contain the columns listed in the sample status report provided to the Contractor.</p> <p>10.2 Reports shall be transmitted electronically (i.e. e-mail) and stored in a secure area on the Contractor's website which may be accessed by the Government. At a minimum, the status report shall be sent to the following individuals via e-mail: COR/PM, Contracting Officer and designated Contract Specialists.</p>  |  |                      |  |                 |
| 11. DISTRIBUTION STATEMENT   |  |                      |  |                 |

SECTION 00600 Representations & Certifications

52.0203-4153 STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

The Standard Form LLL "Disclosure of Lobbying Activities" and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities is located behind Section 00600 (for construction) or Section J (for service and supply).

End of Clause

(CENAB-CT/APR 97)  
(FAR 3)  
(52.0203-4153)

52.0204-4005 CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as  
bidder/offeror therein, that \_\_\_\_\_, who  
signed this bid/proposal on behalf of the bidder/offeror, was then  
\_\_\_\_\_ of said corporation; that said bid/proposal  
was duly signed for and in behalf of said corporation by authority  
of its governing body, and is within the scope of its corporate  
powers.

By: \_\_\_\_\_ (Corporate Seal)  
(Signature)

\_\_\_\_\_  
(Typed Name of Corporation)

NOTE: A CORPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT AND SIGN THIS FORM.

52.204-4005

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352  
(See reverse for public burden disclosure)

|  |   |  |
|--|---|--|
| <b>1. Type of Federal Action</b><br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance<br><br><input type="checkbox"/> | <b>2. Status of Federal Action</b><br>a. Bid/offer/application<br>b. Initial Award<br>c. Post Award<br><br><input type="checkbox"/> | <b>3. Report Type</b><br>a. Initial Filing<br>b. Material Change<br><br>For Material Change Only:<br>Year _____ Quarter _____<br>Date of Last Report _____<br><br><input type="checkbox"/> |
|--|---|--|

|   |  |  |  |
|---|--|--|--|
| <b>4. NAMES AND ADDRESS OF REPORTING ENTITY:</b><br><input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE<br>Tier _____, if known<br><br>Congressional District, if known: _____                     |  | <b>5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME:</b><br><br>Congressional District, if known: _____  |  |
| <b>6. Federal Department/Agency:</b> _____  |  | <b>7. Federal Program Name/Description:</b><br>CFDA Number, if applicable: _____   |  |
| <b>8. Federal Action Number, if known:</b> _____  |  | <b>9. Award Amount, if known:</b><br>\$ _____  |  |
| <b>10. a. Names and Address of Lobbying Entity</b><br>(if individual, last name, first name, MI):<br><br>_____  |  | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI):<br><br>_____   |  |
| <b>11. Amount of Payment</b> (check all that apply):<br>\$ _____ <input type="checkbox"/> ACTUAL <input type="checkbox"/> PLANNED   |  | <b>13. Type of Payment</b> (check all that apply):<br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other; specify _____ |  |
| <b>12. Form of Payment</b> (check all that apply):<br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind; specify:<br>nature _____<br>value _____  |  |  |  |
| <b>14. Brief description of Services Performed or to be Performed and date(s) of services, including officer(s), employee(s) or Members contacted for Payment indicated in Item 11:</b><br><br>_____<br><br>_____ |  |  |  |
| <b>15. Continuation Sheet(s) SF-III-A attached:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  |  |  |  |
| <b>16. Information requested by 31 USC section 1352.</b>  |  | Signature _____  |  |
|   |  | Print Names _____  |  |
|   |  | Title _____  |  |
|   |  | Telephone No. _____ Date: _____  |  |
| STANDARD FORM LLL   |  |  |  |

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

|           |  |          |
|-----------|--|----------|
| 52.202-1  | Definitions  | MAY 2001 |
| 52.203-3  | Gratuities   | APR 1984 |
| 52.203-5  | Covenant Against Contingent Fees   | APR 1984 |
| 52.203-6  | Restrictions On Subcontractor Sales To The Government  | JUL 1995 |
| 52.203-7  | Anti-Kickback Procedures   | JUL 1995 |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity   | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity   | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions   | JUN 1997 |
| 52.204-4  | Printed or Copied Double-Sided on Recycled Paper   | AUG 2000 |
| 52.209-6  | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.211-15 | Defense Priority And Allocation Requirements   | SEP 1990 |
| 52.215-2  | Audit and Records--Negotiation   | JUN 1999 |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data--Modifications  | OCT 1997 |
| 52.215-13 | Subcontractor Cost or Pricing Data--Modifications  | OCT 1997 |
| 52.215-14 | Integrity of Unit Prices   | OCT 1997 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications                      | OCT 1997 |
| 52.219-8  | Utilization of Small Business Concerns   | OCT 2000 |
| 52.219-11 | Special 8(A) Contract Conditions   | FEB 1990 |
| 52.219-12 | Special 8(A) Subcontract Conditions  | FEB 1990 |
| 52.219-14 | Limitations On Subcontracting  | DEC 1996 |
| 52.222-1  | Notice To The Government Of Labor Disputes   | FEB 1997 |
| 52.222-3  | Convict Labor  | AUG 1996 |
| 52.222-4  | Contract Work Hours and Safety Standards Act - Overtime Compensation   | SEP 2000 |
| 52.222-6  | Davis Bacon Act  | FEB 1995 |
| 52.222-7  | Withholding of Funds   | FEB 1988 |
| 52.222-8  | Payrolls and Basic Records   | FEB 1988 |
| 52.222-9  | Apprentices and Trainees   | FEB 1988 |
| 52.222-10 | Compliance with Copeland Act Requirements  | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards)   | FEB 1988 |
| 52.222-12 | Contract Termination-Debarment   | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations.   | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards  | FEB 1988 |
| 52.222-15 | Certification of Eligibility   | FEB 1988 |
| 52.222-21 | Prohibition Of Segregated Facilities   | FEB 1999 |
| 52.222-26 | Equal Opportunity  | FEB 1999 |
| 52.222-35 | Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era   | APR 1998 |
| 52.222-36 | Affirmative Action For Workers With Disabilities   | JUN 1998 |
| 52.222-37 | Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era  | JAN 1999 |
| 52.223-5  | Pollution Prevention and Right-to-Know Information   | APR 1998 |
| 52.223-6  | Drug Free Workplace  | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting   | OCT 2000 |
| 52.225-5  | Trade Agreements   | APR 2000 |
| 52.225-13 | Restrictions on Certain Foreign Purchases  | JUL 2000 |
| 52.226-1  | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises  | JUN 2000 |
| 52.227-1  | Authorization and Consent  | JUL 1995 |

|              |   |          |
|--------------|---|----------|
| 52.227-2     | Notice And Assistance Regarding Patent And Copyright Infringement                     | AUG 1996 |
| 52.227-4     | Patent Indemnity-Construction Contracts   | APR 1984 |
| 52.228-2     | Additional Bond Security  | OCT 1997 |
| 52.228-5     | Insurance - Work On A Government Installation   | JAN 1997 |
| 52.228-12    | Prospective Subcontractor Requests for Bonds  | OCT 1995 |
| 52.229-3     | Federal, State And Local Taxes  | JAN 1991 |
| 52.229-5     | Taxes--Contracts Performed In U S Possessions Or Puerto Rico                          | APR 1984 |
| 52.232-5     | Payments under Fixed-Price Construction Contracts                                     | MAY 1997 |
| 52.232-9     | Limitation On Withholding Of Payments   | APR 1984 |
| 52.232-17    | Interest  | JUN 1996 |
| 52.232-23    | Assignment Of Claims  | JAN 1986 |
| 52.232-33    | Payment by Electronic Funds Transfer--Central Contractor Registration                 | MAY 1999 |
| 52.233-1     | Disputes  | DEC 1998 |
| 52.233-3     | Protest After Award   | AUG 1996 |
| 52.236-2     | Differing Site Conditions   | APR 1984 |
| 52.236-3     | Site Investigation and Conditions Affecting the Work                                  | APR 1984 |
| 52.236-5     | Material and Workmanship  | APR 1984 |
| 52.236-6     | Superintendence by the Contractor   | APR 1984 |
| 52.236-7     | Permits and Responsibilities  | NOV 1991 |
| 52.236-8     | Other Contracts   | APR 1984 |
| 52.236-9     | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10    | Operations and Storage Areas  | APR 1984 |
| 52.236-11    | Use and Possession Prior to Completion  | APR 1984 |
| 52.236-12    | Cleaning Up   | APR 1984 |
| 52.236-13    | Accident Prevention   | NOV 1991 |
| 52.236-15    | Schedules for Construction Contracts  | APR 1984 |
| 52.236-21    | Specifications and Drawings for Construction  | FEB 1997 |
| 52.236-23    | Responsibility of the Architect-Engineer Contractor                                   | APR 1984 |
| 52.236-24    | Work Oversight in Architect-Engineer Contracts  | APR 1984 |
| 52.236-25    | Requirements for Registration of Designers  | APR 1984 |
| 52.236-26    | Preconstruction Conference  | FEB 1995 |
| 52.237-2     | Protection Of Government Buildings, Equipment, And Vegetation                         | APR 1984 |
| 52.242-4     | Certification of Final Indirect Costs   | JAN 1997 |
| 52.242-13    | Bankruptcy  | JUL 1995 |
| 52.242-14    | Suspension of Work  | APR 1984 |
| 52.244-4     | Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)   | AUG 1998 |
| 52.244-5     | Competition In Subcontracting   | DEC 1996 |
| 52.244-6     | Subcontracts for Commercial Items and Commercial Components                           | MAY 2001 |
| 52.245-2     | Government Property (Fixed Price Contracts)   | DEC 1989 |
| 52.246-12    | Inspection of Construction  | AUG 1996 |
| 52.247-34    | F.O.B. Destination  | NOV 1991 |
| 52.248-2     | Value Engineering--Architect-Engineer   | MAR 1990 |
| 52.248-3     | Value Engineering-Construction  | FEB 2000 |
| 52.249-2     | Termination For Convenience Of The Government (Fixed-Price)                           | SEP 1996 |
| 52.249-10    | Default (Fixed-Price Construction)  | APR 1984 |
| 52.253-1     | Computer Generated Forms  | JAN 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies  | MAR 1999 |
| 252.204-7000 | Disclosure Of Information   | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product  | APR 1992 |
| 252.204-7004 | Required Central Contractor Registration  | MAR 2000 |
| 252.205-7000 | Provisions Of Information To Cooperative Agreement Holders                            | DEC 1991 |
| 252.209-7000 | Acquisition From Subcontractors Subject To On-Site Inspection                         | NOV 1995 |



|              |   |          |
|--------------|---|----------|
|              | Under The Intermediate Range Nuclear Forces (INF) Treaty  |          |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.215-7000 | Pricing Adjustments   | DEC 1991 |
| 252.223-7004 | Drug Free Work Force  | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials                            | APR 1993 |
| 252.225-7012 | Preference For Certain Domestic Commodities   | AUG 2000 |
| 252.225-7026 | Reporting Of Contract Performance Outside The United States                                     | JUN 2000 |
| 252.225-7031 | Secondary Arab Boycott Of Israel  | JUN 1992 |
| 252.227-7022 | Government Rights (Unlimited)   | MAR 1979 |
| 252.236-7000 | Modification Proposals-Price Breakdown  | DEC 1991 |
| 252.236-7001 | Contract Drawings, Maps, and Specifications   | AUG 2000 |
| 252.243-7001 | Pricing Of Contract Modifications   | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment   | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts)                     | MAR 2000 |
| 252.246-7000 | Material Inspection And Receiving Report  | DEC 1991 |
| 252.247-7023 | Transportation of Supplies by Sea   | MAR 2000 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea   | MAR 2000 |

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.236-27 SITE VISIT (CONSTRUCTION)(FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name:

Telephone:

##### 52.0212-4075 CONTRACT PERIOD (Option Years)

(a) The contract awarded hereunder shall begin 18 JUL 2001 or the date of contract award, whichever is later, and shall end 17 JUL 2002 both dates inclusive, unless sooner terminated in accordance with the provisions of this contract.

(b) The total duration of this contract, including all option periods, may not exceed three (3) years. Refer to the Contract Clause entitled "Option to Extend the Term of the Contract" set forth in Part II, Section I.

(End of Clause)

(CENAB-OC/CT JUN 01)  
(FAR 12.103)

52.0231-4084 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable conditions owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual costs data for each piece of equipment or groups of similar serial and services for which the government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs can not be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP1110-1-8 Construction Equipment Ownership and Operating Expenses Schedule, Region East. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. for retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of Clause)  
CENAB-CT/SEP 95  
(EFARS 52.231-4084)  
(52..0231-5000)

52.0249-4083 BASIS FOR SETTLEMENT OF PROPOSALS (EFARS 52.249-5000)

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principals will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable and unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

End of Clause

CENAB-CT-S Sep 95  
(52.249-4083)  
(52.0249-5000)

#### 52.0215-4300 DESIGN-BUILD CONTRACT - ORDER OF PRECEDENCE

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

(1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.

(2) The provisions of the solicitation. (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3) All other provisions of the accepted proposal.

(4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc.. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

(End of Clause)  
(52.215-4300)

#### 52.0215-4301 PROPOSED BETTERMENTS

(a) The minimum requirements of the contract are identified in the Request for Proposal. All betterment's offered in the proposal become a requirement

of the awarded contract.

(b) "Betterment" is defined as any component or system which exceeds the minimum requirements stated in the Request for Proposal. This includes all proposed betterment's listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified betterment's.

(c) "Government identified betterment's" include the betterment's identified on the "List of Accepted Project Betterment's" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterment's identified in the accepted Proposal after award.

(End of Clause)  
(52.215-4301)

#### 52.0215-4306 CONTRACTOR'S ROLE DURING DESIGN PROCESS

The Contractors construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructibility and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)  
(52.0215-4306)

#### 52.0215-4308 DESIGN CONFERENCES

Pre-Work: As part of the Pre-work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D/B documents with construction activities (fast tracking) , as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contact and any other appropriate pre-design discussion items.

Design Review/Finalize: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user operations, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

Design Review Conferences: Review conferences will be held on base for each

design for each submittal. The Contractor shall bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

(End of Clause)  
(52.215-4308)

#### 52.0227-4316 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT

All designs, drawings, specifications, notes, and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201 (b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

End of Clause

D-B Clause  
(52.0227-4316)

#### 52.0227-4317 VALUE ENGINEERING AFTER AWARD

(a) In reference to Contract Clause 52.248-3, "Value Engineering - Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

End of Clause  
D-B Clause  
(52. 227-4317)

#### 52.0236-4304 WARRANTY OF CONSTRUCTION WORK

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, or workmanship.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and-

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or suppliers warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

End of Clause

(52.236-4304)  
D-B Contracts

#### 52.0244-4303 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services described in paragraph (a) furnished under this contract.

The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

End of Clause

D-B  
(52. 244-4303)

#### 52.0248-4305 I SEQUENCE OF DESIGN-CONSTRUCTION (FAST TRACK)

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government

review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required Submittals have been made, reviewed and are satisfactory to the Government.

End of Clause  
D-B Contracts  
(52.248-4305 I)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of the contract period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$200,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$2,000,000.00; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.



(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 18 JUL 20XX.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the U.S. Army Corps of Engineers-Baltimore District (CENAB-CT-O-AE) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the U.S. Army Corps of Engineers-Baltimore District.

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to

interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

#### 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 51 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

#### 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is (see Individual Task Orders).



52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

252.219-7009 SECTION 8(A) DIRECT AWARD (JUN 1998)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U. S. Small Business Administration  
Washington District Office  
ATTN: Loretta M. Taylor  
1110 Vermont Ave., NW, 9<sup>th</sup> Floor  
Washington, DC 20043-4500

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

SECTION 00800 Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

|              |                                      |          |
|--------------|--------------------------------------|----------|
| 52.246-12    | Inspection of Construction           | AUG 1996 |
| 52.246-21    | Warranty of Construction             | MAR 1994 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount specified on each individual delivery order for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52. 0211-4022 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

The contractor shall be required to:

(a) commence work as required by each individual delivery/task order;

(b) prosecute the work diligently, and;

(c) complete the entire work ready for use not later than the time specified on each delivery/task order. The time stated for completion shall include final clean up of the premises.

End of Clause

(CENAB-CT JAN 1998)  
(FAR 11.404(b))  
(52.0211-4022)

52.0216-4050 MINIMUM/MAXIMUM AMOUNT OF CONSTRUCTION CONTRACT

The government guarantees to pay a minimum total of \$200,000.00 under this contract. The cumulative (maximum) amount of orders for the contract will not exceed \$2,999,999.99.

End of Clause

(CENAB-CT MAY 1998)  
(EFARS 16.504)  
(52.0216-4050)

52.216-4059 AUTHORIZATION TO ISSUE ORDERS

As identified in clause 52.216-0018 contained in Part II, Section I, orders placed hereunder shall be by issuance of a funded delivery order, DD Form 1155, by the Baltimore District, Corps of Engineers, Contracting Division.

End of Clause

(CENAB-CT Feb 93)  
(FAR 16.506)  
(FAR 52.0216-4059)

52.0216-4100 MULTIPLE AWARD TASK/DELIVERY ORDER OMBUDSMAN

1. All multiple award task and delivery order contracts have an ombudsman. The ombudsman has authority to:

a. Review complaints from contractors awarded multiple award contracts who allege they have not been afforded a fair opportunity to be considered for award of a particular task order.

b. After coordination with the contractor officer, and if the ombudsman agrees with the contractor, require that the contracting officer take corrective action regarding the complaint.

2. If the contracting officer does not agree with the ombudsman, the matter shall be decided by the Principal Assistant Responsible for Contracting (PARC).

3. The ombudsman for all U.S. Army Corps of Engineers can be contacted at the location noted below:

Task Order/Delivery Order Contract Ombudsman  
Office of the Principal Assistant Responsible for Contracting  
Attn: CEPR-ZB, 20 Massachusetts Ave, N.W.  
Washington, DC 20314-1000  
(202) 761-8645

End of Clause  
(52.0216-4100)

52.0217-4043, NON-PREPRICED WORK

Non-prepriced work items not in the Unit Price Book may be included in any delivery order and shall be identified as such.

The contractor shall support non-prepriced items with quotations as directed by the Contracting Officer. Generally, items less than 4250.00 will not require quotes; items \$250.00 to \$2,500.00 will be supported by one quote; and items over \$2,500.00 will be supported by three quotations.

The value of non-prepriced work under any one delivery order shall not exceed ten percent (10%) of the value of the prepriced work, including consideration of the coefficient applied to the prepriced effort.

End of Clause

(CENAB-CT MAY 1992)  
(AFARS 17.9102-4(f))  
(52.0217-4043)

52.0219-4081 END ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition is to assist in clarification of the clause 52.219-6, Notice of Total Small Business Set-Aside.

Clarification is also made of the provisions FAR 52.212-0003 (Offeror Representations and Certifications - Commercial Items) (FEB 2000) or FAR 52. 219-0001 (Small Business Program Representations) (MAY 1999) when referring to the "Small Business Concern Representation". If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States".

End of Clause

(CENAB-CT SEP 00)  
(FAR 19.5)  
(52.219-4081)

52.0222-4020 WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled:  
General Wage Decision No

MD010057(with 4 modifications) dated 1 June 20XX  
MD010048(with 4 modifications) dated 1 June 20XX  
MD010017(with 4 modifications) dated 15 June 20XX  
MD010049 dated 2 March 20XX.

For Construction contracts the wage rate is an attachment located at the end of Section 00800. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/ proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause  
(52.0222-4020)

52.0228-4001 REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING (52. 0228-4001)

Pursuant to the contract clause entitled, 52.228-5, Insurance - Work on a Government Installation, the contractor shall procure and maintain during the entire period of his performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

| Type  | Amount   |
|---|--|
| Comprehensive General Liability<br>Bodily injury or death | \$500,000 per occurrence                         |
| Motor Vehicle Liability (for each<br>motor vehicle):      |  |
| Bodily injury or death                                    | \$200,000 per person<br>\$500,000 per occurrence |
| Property Damage:  | \$ 20,000 per occurrence                         |
| Workers' Compensation and<br>Employer's Liability:        | \$100,000 per person                             |

COVERAGE FOR DREDGING

| Type  | Amount                     |
|---|----------------------------|
| Comprehensive General Liability<br>Bodily injury or death   | \$500,000 per occurrence   |
| Marine Liability -  |                            |
| Excess towers' liability  | \$1,000,000 per occurrence |
| Excess protection and<br>indemnity insurance  | \$1,000,000 per occurrence |
| Workers' Compensation and<br>Employer's Liability:<br>(including Longshore & Harbor<br>Workers' Compensation) | \$100,000 per person       |

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical

to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)  
(FAR 28.307-2(a))

#### 52.0231-4084 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable conditions owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual costs data for each piece of equipment or groups of similar serial and services for which the government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs can not be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP1110-1-8 Construction Equipment Ownership and Operating Expenses Schedule, Region East. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. for retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of Clause)  
CENAB-CT/SEP 95  
(EFARS 52.231-4084)  
(52..0231-5000)

52.0232-4028 SUBMISSION OF INVOICES.

(a) Original invoices for services performed under this contract will be submitted to and payment will be made by:

USACE FINANCE CENTER  
ATTN: DISBURSING  
5722 INTEGRITY DRIVE  
MILLINGTON TN 38054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

U.S. ARMY CORPS OF ENGINEERS  
PO BOX 1715  
BALTIMORE MD 21203-1715

End of Clause

(CENAB-CT MAY 1992)  
(52.0232-4028)

52.0232-4037 PROGRESS PAYMENT REQUESTS

(a) Update Progress Schedule or Network Analysis and other information required by SECTION: ADMINISTRATION REQUIREMENTS of the SPECIAL CLAUSES.

(b) Certified payroll records are required by the Contract Clause entitled PAYROLLS AND BASIC RECORDS.

(c) Certification that the as-built drawings have been updated and jointly reviewed by Government and contractor representatives for the month that payment is requested as required by SECTION: AS-BUILT DRAWINGS of the SPECIAL CLAUSES.

(d) Copies of invoices for materials stored on-site that have not yet been incorporated into the work, but for which payment is requested. Original of each shall be submitted to the Contracting Officer and a duplicate copy sent to the address given in (g) below.

(e) Minutes of monthly safety meeting as required by Section 1 of EM 385-1-1, Corps of Engineers Safety and Health Requirements Manual (latest revision).



(f) Certification as required by the Contract Clause entitled  
PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS  
(FAR 52.0232-0005 APR 1989). Original shall be submitted to the Contracting Officer  
and one copy sent to the address given in (g) below.

(g) Address for direct transmission of invoices and certification: Finance and Accounting Office  
Department of the Army  
Baltimore District, Corps of Engineers  
P.O. Box 1715  
Baltimore, Maryland 21203-1715

End of Clause

(52.0232-4037)

#### 52.0232-4131 SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to  
permit the paying office to readily identify the  
changes for each contract line item and subline item  
as follows:

(a) The amount of funds obligated by prior contract actions,  
to include the total cost and fee if a cost-type contract; the  
target fee at time of contract award if a cost-plus-incentive-  
fee contract; the base fee if a cost-plus-award-fee contract;  
or the target price and target profit if a fixed-price  
incentive contract;

(b) The amount of funds obligated or deobligated by the  
instant modification, categorized by the types of contracts  
specified in paragraph(a) of this section; and

(c) The total cumulative amount of obligated or deobligated funds,  
categorized by the types of contracts specified in paragraph (a) of  
this section.

End of Clause

52.232-4131

#### 52.0236-4000 EVALUATION OF CONTRACTOR PERFORMANCE

As a minimum, the contractor's performance will be evaluated upon  
final acceptance of the work. However, interim evaluation may be  
prepared at any time during the contract performance when determined  
to be in the best interest of the Government.

The format for the evaluation will be DD 2626, and the contractor  
will be rated either outstanding, satisfactory, or unsatisfactory in  
the areas of Contractor Quality Control, Timely Performance,  
Effectiveness of Management, Compliance with Labor Standards, and  
Compliance with Safety Standards. The contractor will be advised of  
any unsatisfactory rating either in an individual element or in the  
overall rating prior to completing the evaluation, and all contractor

comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

End of Clause

(CENAB-CT JUN 1996)  
777 (FAR 36.201)  
(52.0236-4000)

#### 52.0236-4038 SAFETY ASSURANCE

**Preconstruction Safety Meeting:** Representatives of the Contractor shall meet with the Contracting Officer or his/her representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s) shall attend this meeting.

**Compliance with Regulations:** All work, including the handling of hazardous materials or the disturbance or dismantling of hazardous materials or the disturbance or dismantling of structures containing

hazardous materials shall comply with the applicable requirements of 20 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials, the demolition of structures containing asbestos, and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

#### Contractor Responsibility:

(a) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report any accidents and injuries to the Contracting Officer's Representative within 24 hours of the accident. A written report (ENG 3394) shall be submitted within 72 hours of the accident to the Contracting Officer's Representative.

(b) The Contractor is subject to the safety and health standards of both the Occupational Safety and Health Act (OSHA) and the Corps of Engineers General Safety Requirements, EM 385-1-1. Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 is a contractual matter.

(c) The Contractor should review the accident-prevention clauses of the contract, the Corps of Engineers General Safety Requirements, EM 385-1-1, latest revision, referred to therein, and the special and technical provisions applicable to safety. The Contractor should assure himself that he has full knowledge of the personal protective equipment (including respiratory equipment) that must be provided workmen, and that he is familiar with medical surveillance and recordkeeping requirements and with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, stripping of concrete forms, cleanup and housekeeping and other safety measures for the prevention of accidents during construction.

Inspections, Tests, and Reports: The required inspections, tests, and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. These reports shall be furnished in accordance with the terms contained herein.

a. MATERIALS AND EQUIPMENT: Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

b. HAZARDOUS MATERIALS: The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 36.513)  
(52.0236-4038)

#### 52.0236-4069 HEAD PROTECTION (HARD HATS)

The entire work area under this contract is designated as a hard hat area. The contractor shall post the area as per paragraph 05.D.01, EM 385-1-1, and shall insure that all contractor personnel, vendors, and visitors utilize hard hats within the project area.

End of Clause

(CENAB-CT-OCT 94)  
(52.0236-4069)

(DR 385-1-7)

52.0246-4003 TESTING LABORATORIES

Testing is required to be performed by the Contractor as part of his Quality Control program to verify contract compliance. This Quality Control Testing is to be conducted by a project or commercial laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection team.

(a) A composite listing of approved testing laboratories within the North Atlantic Division is available upon request. The Contractor should engage the services of a laboratory contained in the composite list. Contractors may obtain the list by calling (410) 962-3464.

(b) The Contractor may engage the services of a laboratory other than those contained in the aforementioned list provided:

(1) The Contractor identifies and proposes the unapproved laboratory a minimum of 90 days prior to the start of testing. This time is necessary to allow for scheduling an inspection by a Corps of Engineers Division Laboratory team. The time for Government inspection will not be the basis for an increase in the contract performance period.

(2) All costs of Government inspection shall be the responsibility of the contractor.

(3) The Contractor may request Government inspection and approval prior to award by forwarding a written request to:

Commander, U.S. Army Engineer District  
Baltimore  
Attn: Chief, Quality Management Section  
Construction Division  
P.O. Box 1715  
Baltimore, MD 21203-1715

End of Clause  
(CENAB-CO FEB 1995)  
(FAR 46.000) (52.0246-4003)

**THE FOLLOWING WAGE DETERMINATIONS HAVE BEEN  
INCORPORATED INTO THIS TOCC:**

**Decision No. MX010057(with 4 modifications) dated 1 June 20XX**

**Decision No. MX010048(with 4 modifications) dated 1 June 20XX**

**Decision No. MX010017(with 4 modifications) dated 15 June 20XX**

**Decision No. MX010049 dated 2 March 20XX**

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform  
with the requirements of the Davis-Bacon Act (40 U.S.C.  
276a to 276a-7) of the Contract Clauses\*:

Decision No. MX010057 dated 1 June 20XX

WAGE DECISION MX010057 APPLIES TO ALL WORK PERFORMED IN XXXXXXXX  
COUNTY, XXXXXXXX.

NOTE: Building construction includes the construction, alteration, or repair of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

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\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

General Decision Number MD010057

Superseded General Decision No. MD000057

State: XXXXXXXX

Construction Type:

BUILDING

County(ies):

XXXXXXXXXX

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0 03/02/20XX

1 04/20/20XX

2 05/04/20XX

3 05/25/20XX

4 06/01/20XX

COUNTY(ies):

XXXXXXXXXX

ASBE0024A 03/01/2001

Rates Fringes

ASBESTOS WORKERS/HEAT AND FROST  
INSULATORS

Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.

23.12 7.54

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ASBE0024B 10/01/2000

Rates Fringes

HAZARDOUS MATERIAL HANDLER

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.

13.00 2.83

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BRDC0001A 05/01/1999

Rates Fringes

BRICKLAYERS 21.38 3.93

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CARP0132A 05/01/2001

Rates Fringes

CARPENTERS & LATHERS 19.77 3.71

PILEDRIVERS 19.65 4.50

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ELEC0026C 12/06/1999

Rates Fringes

COMMUNICATION TECHNICIANS 19.00 3.49

SCOPE OF WORK:

Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video)

including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, V SAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

**WORK EXCLUDED:**

The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems.

The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet.

Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit.

All HVAC control work.

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ELEC0026S 11/06/2000

|                                       | Rates | Fringes   |
|---------------------------------------|-------|-----------|
| ELECTRICIANS (Excluding Communication |       |           |
| Low Voltage Wiring and Lightning      |       |           |
| Protection Wiring)                    | 26.92 | 6.10 + 3% |

-----  
ENGI0077R 05/01/2000

|                           | Rates | Fringes |
|---------------------------|-------|---------|
| POWER EQUIPMENT OPERATORS |       |         |
| Cranes (35 tons and over) | 21.59 | 4.22+a  |
| Forklifts                 | 14.30 | 4.22+a  |

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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\* IRON0005A 06/01/2001

|                        | Rates | Fringes |
|------------------------|-------|---------|
| IRONWORKERS:           |       |         |
| Structural, Ornamental |       |         |
| and Chain Link Fence   | 22.53 | 8.055   |

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IRON0201C 05/01/2001

|                          | Rates | Fringes |
|--------------------------|-------|---------|
| IRONWORKERS, REINFORCING | 21.70 | 8.40    |

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LABO0074A 06/01/2000

|                  | Rates | Fringes |
|------------------|-------|---------|
| LABORERS:        |       |         |
| Skilled Laborers | 15.40 | 2.85    |

**SKILLED LABORERS:**

Potmen, power tool operator, small machine operator, concrete labor, signalmen, laser beam operator, water-proofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and overhead strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters,



scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blasters.

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|                      |       |         |
|----------------------|-------|---------|
| LABO0456T 07/01/2000 |       |         |
|                      | Rates | Fringes |
| LABORERS:            |       |         |
| Mason Tenders, Brick | 12.28 | 2.85    |

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|                                 |       |         |
|---------------------------------|-------|---------|
| PAIN0051D 06/16/2000            |       |         |
|                                 | Rates | Fringes |
| GLAZIERS                        |       |         |
| Contracts over \$2,000,000      | 21.15 | 5.64    |
| Contracts \$2,000,000 and under | 19.95 | 5.64    |

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|  |       |         |
|--|-------|---------|
| PAIN0051M 06/16/2000                       |       |         |
|  | Rates | Fringes |
| PAINTERS:                                  |       |         |
| Brush, Roller, Spray and Drywall Finishers | 20.23 | 5.47    |

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|                      |       |         |
|----------------------|-------|---------|
| PLAS0891A 05/01/2001 |       |         |
|                      | Rates | Fringes |
| CEMENT MASONS        | 20.52 | 3.895   |

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|   |       |         |
|---|-------|---------|
| PLUM0005E 09/01/2000  |       |         |
|   | Rates | Fringes |
| PLUMBERS:   |       |         |
| Apartment Buildings over 4 stories (except hotels), schools, colleges, and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines, and light commercial refrigeration and/or air conditioning systems serving a single business in a single story building and not to exceed 5 h.p. or tons, self-contained package unit up to and including 5 h.p. or tons. | 17.04 | 5.085   |
| All other work  | 25.80 | 8.035   |

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|  |       |         |
|--|-------|---------|
| PLUM0602A 08/01/2000   |       |         |
|  | Rates | Fringes |
| STEAMFITTERS, REFRIGERATION AND AIR CONDITIONING MECHANICS:  |       |         |
| Light commercial refrigeration and/or air conditioning systems serving a single business; the air conditioning systems shall not total more than 15 tons and the refrigeration system shall not total more than 7 1/2 tons; apartment buildings over |       |         |

|  |       |       |
|--|-------|-------|
| 4 stories with individual units<br>not to exceed 5 tons (excluding<br>split units) | 13.75 | 8.105 |
| All other work   | 25.71 | 8.105 |

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ROOF0030X 05/01/2000

|         | Rates | Fringes |
|---------|-------|---------|
| ROOFERS | 20.25 | 5.31    |

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SFMD0669B 04/01/2000

|                   | Rates | Fringes |
|-------------------|-------|---------|
| SPRINKLER FITTERS | 23.45 | 7.45    |

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SHEE0100B 01/01/2001

|   | Rates | Fringes |
|---|-------|---------|
| SHEET METAL WORKERS (Including<br>HVAC Duct Work) | 25.35 | 6.89    |

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SUMD1044A 05/12/2000

|                        | Rates | Fringes |
|------------------------|-------|---------|
| LABORERS:<br>Unskilled | 11.02 | 1.39    |

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WELDERS - Receive rate prescribed for craft performing operation  
to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29 CFR 5.5(a)(1)(v)).

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In the listing above, the "SU" designation means that rates  
listed under that identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a  
position on a wage determination matter
- \* a conformance (additional classification and rate)  
ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the  
Davis-Bacon survey program. If the response from this initial  
contact is not satisfactory, then the process described in 2.)  
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the Branch  
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division

U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform  
with the requirements of the Davis-Bacon Act (40 U.S.C.  
276a to 276a-7) of the Contract Clauses\*:

Decision No. MX010048 dated 1 June 20XX

WAGE DECISION MX010048 APPLIES TO ALL WORK PERFORMED IN XXXXXXXXX  
COUNTY, XXXXXXXXX.

NOTE: Heavy construction are those projects that are not classified as either "building" or "highway",  
such as electrification project, water mains, swimming pools, underground storage tanks, etc.

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\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act  
also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand  
pits, and the like, which are set up exclusively to furnish material to the on-site construction  
project and are reasonably near the construction site. Accordingly, contractors are required to  
maintain complete records on such employees. However, operations of a "commercial supplies"  
or "material-man" established in proximity to but not on the actual site of work prior to the opening  
of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time.  
(29 CFR 5.2(1))

General Decision Number MX010048

Superseded General Decision No. MX000048

State: XXXXXXXX

Construction Type:

HEAVY

SEWER AND WATER LINE

County(ies):

XXXXXXXXXX

HEAVY CONSTRUCTION PROJECTS; SEWER AND WATER LINE CONSTRUCTION  
PROJECTS (XXXXXXXXXX County, XXXXXXXXX ONLY)

Modification Number Publication Date

0 03/02/20XX

1 04/20/20XX

2 05/04/20XX

3 05/25/20XX

4 06/01/20XX

COUNTY(ies):

XXXXXXXXXX

ASBE0024A 03/01/2001

Rates Fringes

ASBESTOS WORKERS/HEAT AND FROST  
INSULATORS

Includes application of all  
insulating materials, protective  
coverings, coatings and finishes  
to all types of mechanical  
systems. Also the application of  
firestopping material for wall  
openings and penetrations in  
walls, floors, ceilings and  
curtain walls.

23.12 7.54

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ASBE0024B 10/01/2000

Rates Fringes

HAZARDOUS MATERIAL HANDLER

Includes preparation, wetting,  
stripping, removal, scrapping,  
vacuuming, bagging and disposing  
of all insulation materials,  
whether they contain asbestos  
or not, from mechanical systems.

13.00 2.83

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BOIL0193A 10/01/1999

Rates Fringes

BOILERMAKERS

24.17 11.96

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BRDC0001A 05/01/1999

Rates Fringes

BRICKLAYERS

21.38 3.93

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CARP0132A 05/01/2001

Rates Fringes

CARPENTERS & LATHERS

19.77 3.71

PILEDRIVERS

19.65 4.50

-----  
CARP0132E 05/01/1999

Rates Fringes

|               |       |      |
|---------------|-------|------|
| DIVERS        | 27.07 | 3.95 |
| DIVER TENDERS | 21.10 | 3.95 |

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CARP1831A 09/07/1998

|             |       |         |
|-------------|-------|---------|
|             | Rates | Fringes |
| MILLWRIGHTS | 20.07 | 3.69    |

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ELEC0026A 11/06/2000

|              |       |           |
|--------------|-------|-----------|
|              | Rates | Fringes   |
| ELECTRICIANS | 26.92 | 6.10 + 3% |

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ELEC0026H 07/01/1995

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

#### MOTOR REPAIRMEN

Removal and reinstallation  
of electrical motors 19.93 2.85+3%+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday,  
Inauguration Day, Washington's Birthday,  
Memorial Day, Fourth of July, Labor Day,  
Columbus Day, Veterans' Day, Thanksgiving  
Day, the day after Thanksgiving, and Christmas  
Day, or days designated as legal holidays by  
the Federal Government.

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ELEC0070B 04/01/1999

|                          |       |            |
|--------------------------|-------|------------|
|                          | Rates | Fringes    |
| LINE CONSTRUCTION:       |       |            |
| Linemen, Cable Splicers, |       |            |
| Equipment Operators      | 22.39 | 2.00+17.5% |
| Truck with winch         | 13.36 | 2.00+17.5% |
| Groundmen                | 12.89 | 2.00+17.5% |

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ENGI0077J 07/01/1999

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

#### POWER EQUIPMENT OPERATORS

SEWER, GAS AND WATER LINE CONSTRUCTION:  
(XXXXXXXXX County, XXXXXXXX ONLY)

|          |       |        |
|----------|-------|--------|
| GROUP 1  | 16.38 | 3.12+a |
| GROUP 2  | 15.98 | 3.12+a |
| GROUP 3  | 15.83 | 3.12+a |
| GROUP 4  | 15.75 | 3.12+a |
| GROUP 5  | 15.64 | 3.12+a |
| GROUP 6  | 15.47 | 3.12+a |
| GROUP 7  | 15.57 | 3.12+a |
| GROUP 8  | 15.47 | 3.12+a |
| GROUP 9  | 16.01 | 3.12+a |
| GROUP 10 | 15.36 | 3.12+a |
| GROUP 11 | 15.24 | 3.12+a |
| GROUP 12 | 15.15 | 3.12+a |

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoes, Cableways, Cranes, Derricks, Draglines,  
Power Shovels, Tunnel Shovels, Tunnel Mucking  
Machines (1 cubic yard capacity or above).

GROUP 2: Backhoes, Boom Cats, Cableways, Cranes, Derricks,  
Draglines, Elevating Graders, Hoists, Paving  
Mixers, Pile Driving Engines, Power and Tunnel  
Shovels, Tunnel Mucking Machines, Batch Plant,

Concrete Pumps.

GROUP 3: Operators of Hydraulic Backhoes of below 1/2 yard capacity.

GROUP 4: Trenching machines (above 83")

GROUP 5: Trenching machines (up to and including 83"),

Boilers (Skelton), Well Drilling Machines.

GROUP 6: Air Compressors (Tunnel).

GROUP 7: Front-end Loaders (Hi-Lift) and Bulldozers on Sewer and Water Line Work.

GROUP 8: Concrete Mixers, Power Driven Wheel Scoops and Scrapers, Blade graders, Motor Graders, Tunnel Mechanics, Tunnel Motormen.

GROUP 9: Mechanics.

GROUP 10: Bulldozers, Hydraulic Tamper and Hoe Pack Operators.

GROUP 11: Rollers.

GROUP 12: Air Compressors, Pumps, Welding Machines, Well Points.

- a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and Martin Luther King's Birthday.

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ENGI0077K 05/01/2001

|  | Rates | Fringes |
|--|-------|---------|
| POWER EQUIPMENT OPERATORS<br>(HEAVY CONSTRUCTION): |       |         |

|         |       |        |
|---------|-------|--------|
| GROUP 1 | 22.29 | 4.77+a |
| GROUP 2 | 21.83 | 4.77+a |
| GROUP 3 | 21.12 | 4.77+a |
| GROUP 4 | 19.54 | 4.77+a |
| GROUP 5 | 15.00 | 4.77+a |
| GROUP 6 | 23.66 | 4.77+a |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: 35 ton cranes & above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent to L & Double L), mole.

GROUP 2: Backhoes, cableways, cranes, cherry pickers, elevating graders, hoists, paving mixers, power shovels, tunnel shovels, batch plants, shields, tunnel mining machines, gradalls, front end loaders, 3 1/2 cu. yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, draglines, boomcat, mucking machines, graders in tunnels, pile driving engines.

GROUP 3: Front end loaders below 3 1/2 cu. yds, boom trucks, hydraulic backhoes 1/2 yds. capacity or below rubber or track mounted, tug boats, power driven wheel scoops and scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.

GROUP 4: High lifts above 10 feet, boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators,

well points, deep wells, hydraulic pumps, elevators,  
freeze units, tunnel motorman or dinky operator, roller,  
conveyors, well drilling machines, grout pump, fireman.  
GROUP 5: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below,  
space heaters, sweepers, assistant engineers, oilers.  
GROUP 6: Master mechanic.  
a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day,  
Independence Day, Labor Day, Martin Luther  
King's Birthday, Veterans' Day, Thanksgiving  
Day, Friday after Thanksgiving, and Christmas  
Day.

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\* IRON0005A 06/01/2001

|  | Rates | Fringes |
|--|-------|---------|
| IRONWORKERS:                                   |       |         |
| Structural, Ornamental<br>and Chain Link Fence | 22.53 | 8.055   |

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IRON0201A 05/01/2001

|              | Rates | Fringes |
|--------------|-------|---------|
| IRONWORKERS: |       |         |
| Reinforcing  | 21.70 | 8.40    |

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\* LABO0074B 06/01/2001

|   | Rates | Fringes |
|---|-------|---------|
| LABORERS, HAZARDOUS WASTE REMOVAL,<br>(EXCEPT ON MECHANICAL SYSTEMS):                                   |       |         |
| Preparation for, removing and<br>encapsulation of hazardous<br>materials from non-mechanical<br>systems |       |         |
| Skilled Asbestos Abatement<br>Laborers  | 14.06 | 2.85    |
| Skilled Toxic and Hazardous<br>Waste Removal Laborers   | 16.22 | 2.85    |

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LABO0456A 07/21/2000

|                                | Rates | Fringes |
|--------------------------------|-------|---------|
| LABORERS (HEAVY CONSTRUCTION): |       |         |
| GROUP 1                        | 16.04 | 2.85    |
| GROUP 2                        | 16.26 | 2.85    |
| GROUP 3                        | 16.38 | 2.85    |
| GROUP 4                        | 16.48 | 2.85    |
| GROUP 5                        | 16.81 | 2.85    |
| GROUP 6                        | 17.19 | 2.85    |
| GROUP 7                        | 17.40 | 2.85    |
| GROUP 8                        | 18.10 | 2.85    |

#### LABORERS CLASSIFICATIONS

GROUP 1: Carloaders, choker setter, concrete crewman, crushed  
feeder, demolition laborers, including salvaging all  
material, loading, cleaning up, wrecking, dumpmen,  
flagmen, fence erector and installer, including  
installation and erection of fence, guard rails,  
median rails, reference posts, guide posts and right-  
of-way markers, form strippers, general laborers,  
railroad track laborers, riprap man, scale man, stake  
jumper, structure mover, includes foundation,



separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tie cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator up to 4 feet) asphalt cutter, mortar men, shorer and lagger, creosote material handler, corrosive enamel or equil, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermit welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (6 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills, (1 1/2" piston or larger), down the hole drills (3 1/2" piston or larger), gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzlemen and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder; hastings block or similar type)

GROUP 8: Licensed powdermen.

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LABO0456E 07/21/2000

|  | Rates | Fringes |
|--|-------|---------|
| LABORERS, TUNNEL, RAISE, & SHAFT (FREE AIR)<br>(FOR HEAVY CONSTRUCTION ONLY) |       |         |

|         |       |      |
|---------|-------|------|
| GROUP 1 | 16.55 | 2.85 |
| GROUP 2 | 17.00 | 2.85 |
| GROUP 3 | 18.18 | 2.85 |
| GROUP 4 | 18.65 | 2.85 |

LABORERS CLASSIFICATIONS

GROUP 1: Brakeman, Bull Gang, Dumper, Trackman, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel Including Liner Plate or any Other Support, Material, Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers - Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzleman and Potman.

GROUP 4: Mucking Machine Operator (Air).  
-----

LABO0456G 07/21/2000

Rates Fringes  
LABORERS, TUNNEL, RAISE, AND SHAFT  
(COMPRESSED AIR) FOR HEAVY  
CONSTRUCTION ONLY:

| Gauge Pressure<br>(Pounds) | Work Period<br>(Hours) | Rates | Fringes |
|----------------------------|------------------------|-------|---------|
| 1-14                       | 7                      | 22.43 | 2.85    |
| 14-18                      | 6                      | 26.48 | 2.85    |

On any requirement for air pressure in excess of 18  
PSI, work periods and rates should be negotiated at  
a pre-bid conference.

-----  
LABO0456M 07/01/1996

Rates Fringes  
LABORERS, SEWER & WATER LINES  
CONSTRUCTION (XXXXXXXXX County,  
XXXXXXXXX ONLY):

|   |       |      |
|---|-------|------|
| Laborers, jackhammers, rammers<br>and spaders | 8.78  | 1.22 |
| Pipelayers, air track operators               | 11.46 | 1.22 |
| All remaining labor<br>classifications        | 10.32 | 1.22 |

TUNNELS, RAISES AND SHAFT LABORERS  
(Free Air)  
FOR SEWER AND WATER LINES CONSTRUCTION  
ONLY:

|  |       |      |
|--|-------|------|
| Brakeman, bull gang, dumper,<br>trackman, concrete man   | 10.86 | 1.22 |
| Chuck tender, powderman in prime<br>house, form setters and movers,<br>nippers, cableman, hoseman, grout<br>man, bell or signal man top or<br>bottom, vibrator operator  | 11.48 | 1.22 |
| Miners, rodman, re-bar underground,<br>concrete or gunnite nozzleman,<br>powderman, timber man, re-timber<br>man, wood, steel, including liner<br>plate or any other support material,<br>motorman, caulkers, diamond drill<br>operators, riggers, cement finishers-<br>underground, welders and burners,<br>shield driver | 12.62 | 1.22 |

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MARB0002E 05/01/2001

Rates Fringes  
MARBLE & STONE MASONS (Includes  
Pointing, Caulking and Cleaning  
of All types of Masonry, Brick,  
Stone and Cement structures)

|  |       |      |
|--|-------|------|
|  | 24.62 | 8.25 |
|--|-------|------|

-----  
MARB0003I 05/10/1998

Rates Fringes  
MOSAIC and TERRAZZO WORKERS,  
TILE LAYERS

|  |       |      |
|--|-------|------|
|  | 18.01 | 5.40 |
|--|-------|------|

-----  
MARB0003O 05/10/1998

|  | Rates | Fringes |
|--|-------|---------|
| MARBLE, TILE and TERRAZZO<br>FINISHERS | 14.76 | 4.65    |

-----  
PAIN0051A 06/16/2000

|   | Rates | Fringes |
|---|-------|---------|
| PAINTERS:<br>All industrial work, industrial<br>lead abatement, abrasive blasting,<br>structural steel, suspended<br>scaffolding and rigging work of<br>any type, application of epoxies,<br>lacquers, and chlorinated rubber<br>base materials, and the application<br>of any industrial special coatings<br>and solvents on any surface | 21.56 | 5.47    |
| New commercial and public<br>construction, repaint,<br>remodeling, lead abatement,<br>spray painters, paperhangers<br>and drywall finishers   | 20.23 | 5.47    |

-----  
PLAS0891A 05/01/2001

|               | Rates | Fringes |
|---------------|-------|---------|
| CEMENT MASONS | 20.52 | 3.895   |

-----  
PLUM0005A 09/01/2000

|          | Rates | Fringes |
|----------|-------|---------|
| PLUMBERS | 25.80 | 8.035   |

-----  
PLUM0602E 08/01/2000

|   | Rates | Fringes |
|---|-------|---------|
| STEAMFITTERS, REFRIGERATION AND<br>AIR CONDITIONING MECHANICS | 25.71 | 8.105   |

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SHEE0100A 01/01/2001

|                     | Rates | Fringes |
|---------------------|-------|---------|
| SHEET METAL WORKERS | 25.35 | 6.89    |

-----  
TEAM0639C 09/01/1999

|   | Rates | Fringes |
|---|-------|---------|
| TRUCK DRIVERS:<br>Tractor Trailer Drivers | 12.97 | 2.72    |
| Truck Drivers                             | 12.70 | 2.72    |

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WELDERS & RIGGERS - Receive rate prescribed for craft performing  
operation to which welding or rigging is  
incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29 CFR 5.5(a)(1)(v)).

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In the listing above, the "SU" designation means that rates  
listed under that identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform  
with the requirements of the Davis-Bacon Act (40 U.S.C.  
276a to 276a-7) of the Contract Clauses\*:

Decision No. MX010017 dated 15 June 20XX

WAGE DECISION MX010017 APPLIES TO ALL WORK PERFORMED IN XXXXXXXXX  
COUNTY, XXXXXXXXX.

NOTE: Highway construction includes the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects.

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\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

General Decision Number MX010017

Superseded General Decision No. MX000017

State: XXXXXXXX

Construction Type:

HIGHWAY

County(ies):

XXXXXXXXXX

HIGHWAY CONSTRUCTION PROJECTS (Excluding tunnels, building structures in rest area projects and railroad construction; bascule, suspension and spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; and other major bridges).

Modification Number Publication Date

0 03/02/20XX

1 03/09/20XX

2 05/04/20XX

3 05/25/20XX

4 06/15/20XX

COUNTY(ies):

XXXXXXXXXX

CARP0132C 05/01/2001

|                | Rates | Fringes |
|----------------|-------|---------|
| PILED RIVERMEN | 19.65 | 4.50    |

\* ELEC0026O 06/04/2001

|              | Rates | Fringes   |
|--------------|-------|-----------|
| ELECTRICIANS | 27.08 | 6.69 + 3% |

ELEC0070G 04/01/1999

|            | Rates | Fringes    |
|------------|-------|------------|
| GROUND MEN | 12.89 | 2.00+17.5% |

\* IRON0201C 05/01/2001

|                          | Rates | Fringes |
|--------------------------|-------|---------|
| IRONWORKERS, REINFORCING | 21.70 | 8.40    |

SUMD3018A 11/02/1993

|                                    | Rates | Fringes |
|------------------------------------|-------|---------|
| CARPENTERS (Including Formsetting) | 12.09 |         |
| CEMENT MASONS                      | 11.87 |         |
| IRONWORKERS, STRUCTURAL            | 17.33 | 5.69    |
| LABORERS:                          |       |         |

Unskilled (Including Landscaping) 8.39

Air Tool Operators 8.61

Concrete Cutters 9.00

Flaggers 10.40

Mason Tenders, Cement 10.12

Pipelayers 9.49

Rakers 8.87

PAINTERS 16.33

POWER EQUIPMENT OPERATORS:

Asphalt Screeds 10.08 2.075

Backhoes 12.51 2.40

Bobcats 11.38

Bulldozers 12.66 1.80

Cranes 13.86 1.64

|               |       |      |
|---------------|-------|------|
| Distributors  | 11.00 | .67  |
| Gradalls      | 13.49 |      |
| Graders       | 14.14 | 2.80 |
| Loaders       | 12.35 |      |
| Mechanics     | 14.24 | 2.86 |
| Oilers        | 13.14 | 3.26 |
| Pavers        | 11.17 |      |
| Rollers       | 10.40 | 2.40 |
| Scrapers      | 12.57 | 2.94 |
| Spreaders     | 13.31 | 3.43 |
| Tractors      | 11.75 |      |
| TRUCK DRIVERS | 9.93  |      |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

-----  
In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

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Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION



WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform  
with the requirements of the Davis-Bacon Act (40 U.S.C.  
276a to 276a-7) of the Contract Clauses\*:

Decision No. MX010049 dated 2 March 20XX

WAGE DECISION MX010049 APPLIES TO ALL WORK PERFORMED IN XXXXXXXXX  
COUNTY, XXXXXXXXX.

NOTE: Sewer & Water Line projects include water and sanitary sewer lines, water lines, etc.

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\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))



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